



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

March 25, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
A CONCESSION AGREEMENT FOR
THE OPERATION OF A RENAISSANCE THEME FAIRE
AT THE SANTA FE DAM RECREATIONAL AREA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed action is categorically exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair to sign the Concession Agreement for the operation of a renaissance theme faire with Renaissance Entertainment Productions, Inc. at the Santa Fe Dam Recreational Area, for a five (5) year term effective the date of Board of Supervisors approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Santa Fe Dam Recreational Area (Santa Fe Dam) is a primary regional recreational facility for residents of the San Gabriel Valley and annually attracts half a million visitors. Current services and amenities at Santa Fe Dam include a swim beach and children's swim area, trails and a nature center, fishing, picnic areas, a snack bar, and non-motorized cycle and watercraft rentals.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The recommended action would approve a five-year Concession Agreement for the operation of a renaissance theme faire by Renaissance Entertainment Productions, Inc. (REP), effective the date of Board of Supervisors (Board) approval. Currently, the Department of Parks and Recreation (Department) does not have a similar type of concession agreement. Since 2005, REP has been providing similar services each Spring at Santa Fe Dam under the Department's Use Permit. The services have been beneficial to the community by providing a valuable historical theme faire representative of the 16th-century medieval period, which includes renaissance type merchandise and services consistent with the historic theme. Activities such as blacksmithing, leatherworking, glass blowing, wood carving, and candle making are also exhibited. This new Concession Agreement includes all updated Board language and provisions, and includes a gradual increase of revenues to the County, throughout the five-year term.

Implementation of Strategic Plan Goals

The proposed Concession Agreement with REP will further the County of Los Angeles' (County) Strategic Plan Organizational Effectiveness (Goal 3) by utilizing an experienced operator to increase the range of recreational opportunities, Fiscal Responsibility (Goal 4) by increasing revenues and providing funding for infrastructure improvements at the facility, and Children and Families' Well-Being (Goal 5) by creating affordable, accessible, and quality child educational and cultural opportunities.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Concession Agreement, REP shall pay an \$80,000 Operational Fee per event to offset utility costs, which includes electricity and water, directly attributable to the faire. In addition, the department collects a vehicle entry fee (VEF) for each vehicle entering Santa Fe Dam. During the months when the faire is not operational, the Department collects an estimated \$60,000 a month in VEF. However, for the approximate 2 months the faire is operational, the VEF has historically increased to approximately \$250,000. Under the terms of the agreement, REP shall guarantee a minimum VEF revenue of \$256,000. Should the actual VEF be less than \$256,000, REP agrees to pay the difference between what is collected and the base amount of \$256,000. In accordance with the Agreement, the base minimum VEF guarantee will increase throughout the term of the five-year Concession Agreement from \$256,000 to \$305,000.

Operating Budget Impact

The proposed Agreement will result in additional estimated revenue of \$336,000 (\$80,000 for the Operational Fee and \$256,000 for VEF) to the Department's Operating budget for Fiscal Year 2008-09. It is estimated that the Department will receive approximately \$1.680 million over the term of the five-year Concession Agreement, which will fund Parks general operations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation purposes within Santa Fe Dam and pursuant to the provisions of the Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin No. DAC W09-1-76-72, granted to the County by the Secretary of the Army under authority of the Flood Control Act of 1944, Section 4 as amended 16U.S.C.460d. The proposed Concession Agreement is consistent with said purposes.

The term of the Concession Agreement at Santa Fe Dam is for five (5) years and will commence the date of Board approval.

This Concession Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Renaissance Entertainment Productions Inc., has executed the attached Concession Agreement and will provide the required insurance policies prior to the start of this Concession Agreement naming the County and the United States Army Corps of Engineers (ACOE) as additional insureds.

The ACOE has reviewed and approved the proposed Concession Agreement.

County Counsel has approved the Concession Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Sections 15301 and 15323 of the State CEQA Guidelines and Classes 4(j) and 23 of the Environmental Document Reporting Procedures and Guidelines, adopted by the Board on November 17, 1987, because the agreement provides for permits, licensing, and leases on existing facilities and the normal operations of facilities for public gatherings.

Santa Fe Dam is a federal facility under the jurisdiction of the ACOE and is operated and maintained by the Department. As a federal facility, all projects at Santa Fe Dam must comply with the National Environmental Policy Act (NEPA). The ACOE has determined that the project is in compliance with NEPA as Categorical Exclusion in accordance with 40 CFR 1508.4 and 33d CFR 230.9 and that the project, when considered individually and cumulatively, does not have significant effects on the quality of the human environment.

CONTRACTING PROCESS

On October 1, 2007, the Department commenced solicitation for the operation of a renaissance theme faire concession by mailing an informational brochure to 44 prospective proposers currently operating renaissance theme faire concessions in the State of California. Notice of this solicitation was also posted on the County's "Doing Business with Us" website. The notice also included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this project.

On October 18, 2007, two (2) companies attended the Proposer's Conference. On November 8, 2007, the Department received one (1) proposal.

The proposal was first reviewed to ensure compliance with mandatory minimum requirements outlined in the Request for Proposals (RFP). Having met those requirements, the proposal was then evaluated by an Evaluation Committee.

The Evaluation Committee, comprised of three (3) Department employees, reviewed the proposal for business experience and qualifications; financial capability; rent to the County; service, maintenance, and safety programs; and the ability to operate a renaissance theme faire concession. Based on the evaluation criteria described in the RFP, REP was determined to have met all requirements.

The Honorable Board of Supervisors
March 25, 2008
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Attachment I reflects the Proposer's minority participation. It should be noted that upon final analysis and award, the Concessionaire was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Concession Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County as a result of awarding this Concession Agreement. Pursuant to the Concession Agreement, REP will be responsible for cleaning and restoration of the park premises after each event. In addition, if there is a need for extra Department staff due to the operation of each event, REP will be responsible for reimbursement of the Department labor costs. Additionally, this Concession Agreement will commence the date of Board approval.

CONCLUSION

It is requested that a certified copy of the action taken by the Board and a fully executed copy of the attached Concession Agreement be mailed to Renaissance Entertainment Productions, Inc., Attention: Mr. Andrew Elkins, 6520 Irwindale Avenue, Suite 202, Irwindale, California 91706. In addition, it is requested that one (1) conformed copy be sent to the Treasurer and Tax Collector, one (1) conformed copy be sent to the Assessor, and four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RG:LS
KEH:GB:mg

Attachment

c: Executive Office, Clerk of the Board
County Counsel
Director of Parks and Recreation

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Renaissance Entertainment Productions dba Renaissance Pleasure Fair

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 14118501

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>239 (majority of staff is seasonal)</u>						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American					2	1
Hispanic / Latino			2	1	19	15
Asian or Pacific Islander					3	2
American Indian/ Alaskan Native						
Filipino American						
White	1	3	5	5	102	81


III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	32.5 %
Women	%	%	%	%	%	67.5 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: <u>PRESIDENT</u>	Date: <u>10-25-07</u>
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CONCESSION AGREEMENT



BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC.

FOR

**Operation of a
Renaissance Theme Faire Concession
at the
Santa Fe Dam Recreational Area**

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STANDARD EXHIBITS

EXHIBITS

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**AGREEMENT FOR THE
OPERATION OF A RENAISSANCE THEME FAIRE CONCESSION
AT THE SANTA FE DAM RECREATIONAL AREA**

THIS CONCESSION AGREEMENT, made and entered into this _____ day
of _____, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County",

AND

**RENAISSANCE ENTERTAINMENT
PRODUCTIONS, INC.**, a
corporation, hereinafter referred to
as "Concessionaire,"

RECITALS

WHEREAS, the Board of Supervisors is authorized by the provision of Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation services within Santa Fe Dam Recreational Area pursuant to the provisions of the Department of the Army License for Park and Recreational Purposes Santa Fe Dam Flood control Basin No. DAC W09-1-76-72 granted to County by the Secretary of the Army under authority of the Flood Control Act of 1944, Section 4 as amended 16 U.S.C. 460d and,

WHEREAS, a concession for the operation of a renaissance theme faire is consistent with said purpose; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therefor; and

WHEREAS, the District Engineer for the Los Angeles District of the Army Corps of Engineers has approved the Agreement and use granted herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 OPERATING AGREEMENT WITH CORPS

1.1 This Agreement is granted subject to all rights and privileges retained by the United States of America, Department of the Army, (hereinafter: United States) within the Santa Fe Dam Recreational Area pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin, No. DACW09-1-76-72", as approved by the Board of Supervisors of Los Angeles County on April 24, 1976 and granted to County by the Secretary of the Army under authority of Flood Control Act of 1944 Section 4 of the Act of Congress approved December 22, 1944, as amended. Accordingly, Contractor accepts and agrees to be bound by the following conditions thereof:

- a. That the primary purpose of the Santa Fe Dam Flood Control Basin is the control of flood, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.
- b. That the concession premises shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Santa Fe Dam Flood Control and Basin.
- c. That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the Santa Fe Dam Recreational Area, and shall be subject to the general supervision of the District Engineer for the Los Angeles District of the Army Corps of Engineers (hereinafter: District Engineer).
- d. That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.
- e. That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Contractor,

or for damages to the property or injuries to the person of Contractor and/or the officers, agents, servants or employees or others who may be on the concession premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the concession premises, and Contractor shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.

- f. That this Agreement shall be subject to the prior approval of the District Engineer.
- g. That charges for services rendered and for the use of the concession premises shall be reasonable and shall have the prior written approval of the District Engineer.
- h. That Contractor shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to Contractor and/or the officers, agents, servants, employees or others who may be on the concession premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the concession premises, by the United States, the Los Angeles County Flood Control District, the County of Los Angeles or any one of them at anytime, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the concession premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood control work.

- i. That the concession premises shall not be used for human habitation except for night watchmen or patrolmen. Any such night watchmen or patrolmen, and any structures or trailers located on the premises for the use of such persons shall be subject to the prior approval thereof by the District Engineer.
- j. That the United States, its officers, agents and employees may enter upon the concession premises at any time for any purpose necessary or convenient in connection with river and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood control work, and Contractor shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.
- k. That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the concession premises, and Contractor shall have no claim for compensation for damage of any character on account thereof.
- l. That this Agreement may be revoked by the Secretary of the Army in the event the County and/or Contractor violates any of the terms and conditions of this Agreement and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. Upon any such revocation, Contractor shall vacate the concession premises, remove all property therefrom and restore said premises to a condition satisfactory to the District Engineer within such time as the Secretary of the Army may designate. In the event of failure or neglect to remove property and/or restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of

the Army may cause it to be removed and the premises to be so restored at the expense of Contractor, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

- m. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or of the benefits arising from the Contractor's operations at Santa Fe Dam Recreational Area Renaissance Theme Faire Concession pursuant to this Agreement. Nothing, however, herein contained shall be construed to extend to any incorporated company, if said Agreement is for the general benefit of such corporation or company.

2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 2.2.1 **Agreement Year:** the 365 day period commencing on the day of approval of this agreement by the Board of Supervisors which date shall become the effective date of this agreement and each following 365 day period thereafter throughout the term of this agreement.
 - 2.2.2 **Auditor-Controller:** the Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
 - 2.2.3 **Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof, including beer and wine only; as defined in the State Alcoholic Beverage Control Act.
 - 2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.

2.2.6 **Concession:** The privilege of engaging in the commercial activities authorized herein on the public property designated therefor.

2.2.7 **County:** the County of Los Angeles.

2.2.8 **Director:** the Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

2.2.9 **District Engineer:** the District Engineer of the United States Army Corps of Engineers, Los Angeles District, his authorized representative, or his successor in interest.

2.2.10 **Gross Receipts:**

- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Concession Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by Contractor and/or all the assignees, sublessees, licensees, permittees or Contractor thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or performed in whole or in part, on the concession premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise.
- b. Except as specifically provided below or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes.

Bona fide bad debts actually incurred by Contractor or its sublessees, assignees, licensees, contractors and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

- c. Except as specifically provided below or by policy statement, gross receipts reported by Concessionaire and its sublessees, assignees, licensees, contractors and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Contractor or its sublessees, assignees, licensees, contractors or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Contractor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Contractor to a governmental agency accompanied by a tax return statement.
- d. The Director, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Concessionaire's Agreement.

2.2.11 Gross Sales Price: The total consideration resulting from the transfer of Concessionaire's interest in the concession, or portion thereof, determined by the total cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

2.2.12 State: the State of California.

2.2.13 **Inclement Weather:** Weather conditions that include, but are not limited to, rain, flooding, extreme cold or heat that may impair travel conditions, cause power outages, or otherwise impede public safety or make opening a facility impossible or more difficult.

2.2.14 **Vehicle Entrance Fee:** those fees approved by the Board of Supervisors and collected by the Department of Parks and Recreation for entrance into the Santa Fe Dam Recreational Area

2.2.15 **Weekend:** the days of the week identified as Saturday and Sunday between the hours of 7:00 am through 10:00 pm

3.0 USE GRANTED

3.1 Concessionaire is hereby authorized and required to: conduct renaissance theme faire concession services; construct an Elizabethan-era village and marketplace; provide merchandise and services consistent with the faire's historic theme; conduct activities including but not limited to blacksmithing, leatherworking, weaving, pottery, glass blowing, printing, painting, drawing, coin striking, wood carving, forging, and candle making; selling foods; and selling alcoholic and non-alcoholic beverages.

3.2 Concessionaire acknowledges and agrees that as of the commencement of the Term of this Agreement;

- a) by separate license agreement with a third party provider (hereinafter the "provider"), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at Santa Fe Dam Recreational Area, and
- b) the aforementioned license agreement contains a provision granting the provider a right-of-first-refusal to provide additional beverage vending machines at Santa Fe Dam Recreational Area, and that a waiver of the provider's right-of-first-refusal is required in order to permit the Concessionaire to sell non-alcoholic beverages from vending machines at the concession premises, and

- c) subsequent to the commencement of Term of this Agreement hereto, the Director of the Department of Parks and Recreational (hereinafter referred to as the "Director") shall request the provider's waiver on behalf of the Concessionaire, and thereafter advise the Concessionaire of the outcome of said request.
- 3.3 Concessionaire acknowledges personal inspection of said property and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts said property in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 3.4 The use granted is subject to the rights reserved by the Government, its officers, agents and employees in the master lease, to enter the concession premises at any time and for any purpose necessary or convenient in connection with river, harbor and flood control work, and to remove timber or other material required for such work; to flood the concession premises when necessary, and/or to make any other use of the land as may be necessary in connection with flood control, and Concessionaire shall have no claim for damages of any character on account thereof against the Government or any agent, officer or employee thereof; to make inspections concerning the operation and maintenance of the concession premises; to prohibit any permanent type of recreation building or accessory facilities on the concession premises below twenty-five year (25) flood frequency elevations, as determined by the Government, and limit any such improvement to open type structures between twenty-five (25) and fifty (50) year flood frequency elevations, as determined by the Government.
- 3.5 Concessionaire understands and agrees that this Agreement is by lease; and confers only permission to occupy and use the concession premises described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of

capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the concession premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the concession premises for the use granted herein.

- 3.6 Any merchandise, memorabilia, services, activities, food, and/or beverages proposed to be provided or sold to the public and any temporary structures and equipment constructed within the Concession Premises that are consistent with the use granted hereinabove must be submitted in writing for approval by the Director and the District Engineer.

4.0 CONCESSION PREMISES

- 4.1 The use granted shall be conducted within the concession premises, as shown in Exhibit B, attached hereinafter and incorporated herein by reference.
- 4.2 The concession premises shall be used only and exclusively for purposes authorized herein, and such other purposes as are related thereto provided express approval therefore is granted by the Director, and for no other purposes whatsoever.
- 4.3 Any improvements, additions, alterations, or changes to the concession premises shall be subject to: prior approval by the District Engineer and the Director; securing of applicable permits by Concessionaire; and compliance by Concessionaire with such terms and conditions as may be imposed by the Director and the Army Corps of Engineers. Any construction shall be at Concessionaire's expense.
- 4.4 Concessionaire hereby acknowledges the title of the United States of America, County, and/or any other public agencies having jurisdiction thereover, in and to the concession premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

- 4.5 Ownership of all structures, buildings or improvements constructed by Concessionaire upon the concession premises and all alterations, additions or betterment's thereto, shall become the property of the County without compensation being paid therefor, subject to the rights granted to the Concessionaire hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director or the District Engineer of the United States Army Corps of Engineers, Los Angeles District, may require the Concessionaire to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

5.0 TERM OF AGREEMENT

- 5.1 The term of the Agreement shall be for a period of five (5) years commencing on the first day following the approval of this Agreement by the Board of Supervisors.

6.0 CONSIDERATION

- 6.1 In consideration for the use granted herein pursuant to Subsection 3.1 hereinabove, Concessionaire shall pay to the County on a per event basis, the difference between a minimum base guarantee and the Vehicle Entry Fee received from vehicles entering Santa Fe Dam during those weekends the Faire is open to the public, plus an Operational Fee.

- 6.1.1 The schedule of the minimum base guarantee per event to be used in accordance with Paragraph 6.1 above is as follows:

6.1.1.1 First and second years: \$256,000;

6.1.1.2 Third year: 268,800;

6.1.1.3 Fourth year: \$284,928;

6.1.1.4 Fifth year: \$304,873;

6.1.1.5 In accordance with Paragraph 6.1 above, the Vehicle Entrance Fee total for the weekend, as collected by County personnel, shall be provided to the Concessionaire on the Tuesday following the weekend the Faire is operating.

6.1.1.6 Within fifteen (15) days after the close of Faire Operations for a specific agreement year, as provided for hereinafter in Paragraph 12.4, Days and Hours of Operation, the Department shall reconcile the per event minimum base guarantee with the aggregate of Vehicle Entry Fees collected in accordance with Paragraph 6.1. The reconciliation shall be based on the following:

A Event's minimum base guarantee

B Aggregate of Vehicle Entry Fees Collected

If the Department finds that amount B exceeds amount A, then no payment is necessary. However, should amount B fail to exceed or equal amount A, then the amount equal to the difference shall be paid by the Concessionaire to the Department no later than sixty (60) days following the close of Faire operations for a specific agreement year.

6.1.2 Notwithstanding Paragraph 6.1.1 above, the Concessionaire shall pay an Operational Fee in the amount of Eighty Thousand Dollars (\$80,000) per event during the term of this Agreement. Said Operational Fee shall be paid to the County in two (2) equal monthly installments on May 15th and June 15th.

- 6.2 In addition to the payment of rent described above, the Concessionaire shall be required to pay any additional fees as required by USACE, the County, the City of Irwindale, and other governmental agencies as applicable.
- 6.3 When the Director and Concessionaire find that with regard to a particular activity not otherwise provided for herein, the Board may authorize, with the consent of the District Engineer, said activity and establish a minimum amount as payment for the privilege of engaging therein. Said minimum amount shall be set by mutual consent of the Director and Concessionaire and shall be reasonable in accordance with the revenue to be generated therefrom.
- 6.4 The amounts due shall be paid to the County as follows:
Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payments shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. A late payment charge of two percent (2%) per month shall be added to any late payment received by the Treasurer/Tax Collector. However, the late payment charge herein provided may be waived, whenever the Director finds the late payment excusable by reason of extenuating circumstances. At no time during the term of this Agreement shall the County be obligated to notify the Concessionaire of the accumulation of late payment charges.

7.0 CHANGES AND AMENDMENTS

- 7.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director and Concessionaire.

- 7.2 Notwithstanding the above, this document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by the Board.

8.0 ACCOUNTING RECORDS

- 8.1 Concessionaire shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:
- 8.1.1 Regular books of accounting such as general ledgers;
 - 8.1.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
 - 8.1.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;
 - 8.1.4 Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
 - 8.1.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;
- 8.2 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such cash registers must have a

tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Concessionaire shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.

- 8.3 All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time conduct an audit and reaudit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act. Notwithstanding the above, the County reserves the right to release all documents, books and accounting records provided by Concessionaire as necessary for the purpose of providing an annual statement of receipts and expenditures to the District Engineer as required by the County's lease with the United States.
- 8.4 Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.
- 8.5 Concessionaire shall furnish the Director with an annual profit and loss statement and a balance sheet for those operations provided under this Agreement. The profit and loss statement and balance sheet shall

be prepared by a person and form acceptable to the County and submitted by the end of each calendar year that the Faire operates during the term of this Agreement.

9.0 SECURITY DEPOSIT

- 9.1 Prior to the commencement of this Agreement, Concessionaire shall pay to the Director the sum of Thirty Thousand Dollars (\$30,000). In lieu thereof, Concessionaire may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving County the exclusive right to withdraw any or all of said amount during the term of this Agreement. Concessionaire shall be entitled to any and all interest accruing from said certificate of deposit.
- 9.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of the agreement; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of the agreement ; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 9.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Concessionaire shall immediately deposit such

sums as are necessary to restore the Security Deposit to the full amount required hereunder.

- 9.4 Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

10.0 DESTRUCTION OF THE CONCESSION PREMISES AND/OR SANTA FE DAM RECREATIONAL AREA

- 10.1 In the event the concession premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Contractor shall either restore the premises or terminate this Concession Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Concession Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, shall be held for the benefit of Contractor only in the event of an election by Contractor to restore the premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Contractor shall deposit the amount of the deficiency with the County upon demand therefor by the Director, and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over the remaining term of this Concession Agreement. In the event Contractor elects to restore the concession premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Contractor and forwarded to

Director for approval prior to the performance of any work thereon. Said documents shall be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by County. The required construction shall be performed by Contractor and/or licensed and bondable contractor(s) thereof who shall be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by the County. Said construction shall be commenced promptly following the approval thereof by the Director, issuance of permits therefor by governmental agencies having jurisdiction thereover, and posting of the construction site by County with notice of non-responsibility, and shall be diligently prosecuted to completion. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by Director. Contractor agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the concession premises and the work occurring thereon. Contractor, at the commencement of the construction work, shall notify Director in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, Contractor shall immediately record a notice of completion with the Registrar-Recorder.

- 10.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Contractor may be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the concession operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim shall be

denied if the destruction of the concession premises is found by the Director to have been caused by the fault or neglect of Contractor. Contractor agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the concession operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

- 10.3 Contractor shall cooperate in the restoration of the concession premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 10.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of Santa Fe Dam Recreational Area by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the concession.
- 10.5 Contractor agrees to accept the remedy heretofore provided in the event of a destruction of the concession premises and/or Santa Fe Dam Recreational Area and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

11.0 CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES AND/SANTA FE DAM RECREATIONAL AREA

- 11.1 In the event County shall construct or cause to be constructed a new facility for the concession, this Agreement shall continue in full force and effect, except that the payments to be made by Contractor shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim

therefor is filed with the Director within one hundred (100) days of commencement of construction.

- 11.2 Contractor agrees to cooperate with County in the event the construction affects the concession premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Contractor further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 11.3 Following completion of the new facility, Contractor shall resume its operations therefrom within thirty (30) days of written notice from the Director that the concession premises are tenantable.
- 11.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Santa Fe Dam Recreational Area that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the Santa Fe Dam Recreational Area due to the partial or total closure thereof, has affected the Contractor's operations.
- 11.5 Contractor agrees to accept the remedy heretofore provided in the event of construction upon the concession premises and/or the Santa Fe Dam Recreational Area, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

12.0 OPERATING RESPONSIBILITIES

12.1 Advertising and Publicity Materials

- 12.1.1 Concessionaire shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials unless prior approval thereof is obtained from the Director and the District Engineer. Said approval

shall not be unreasonably withheld or delayed. Such materials included, but not limited to: advertising in newspapers, magazines and trade journals, the internet, and radio and/or television commercials.

12.1.2 In recognition of the Concessionaire's need to identify its services and related clients to sustain itself, the County shall not prohibit the Concessionaire from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of Subsection 12.1.3.

12.1.3 Credit for the County

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which contains the words "Santa Fe Dam Recreational Area", or any derivative thereof, shall also include the phrase "a United States Army Corps of Engineers' Facility and a unit of the County of Los Angeles Department of Parks and Recreation System" with the County seal and the United States Army Corps of Engineers and the Parks and Recreation Department logos, unless specifically approved otherwise by the Director and the District Engineer.

12.2 Compliance with Laws, Rules and Regulations

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations

and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

12. 3 Concessionaire's Staff and Employment Practices

12. 3.1 Concessionaire shall maintain adequate and proper staff for its authorized operations. Concessionaire shall designate an Operations Manager with whom County may deal with on a daily basis. Any person selected by Concessionaire as an Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

12.3.2 The Director may at any time give Concessionaire written notice to the effect that the conduct or action of a designated employee of Concessionaire is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the concession premises. Concessionaire shall transfer or reassign any such employee within a reasonable period of time following notice thereof from the Director, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.

12.3.3 The Concessionaire warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State

statutes and regulations. The Concessionaire shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Concessionaire shall retain all such documentation for all covered employees for the period prescribed by law. The Concessionaire shall indemnify, defend and hold harmless, the County, the United States Army Corps of Engineers, and the County of Los Angeles Flood Control District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Concessionaire or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

- 12.3.4 Concessionaire shall not employ as a member of its food and beverage staff any person who cannot produce a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency that indicates freedom from active tuberculosis.

12.4 Days and Hours of Operation

The days of operation for the Faire shall be weekends (as described in Paragraph 2.2.15) and holidays only beginning the first weekend in April and continuing through the last weekend in May prior to the

Memorial Day weekend. The maximum hours on the days the Faire will operate are from 10:00 a.m. to 7:00 p.m. Any changes in the days and hours of operation heretofore prescribed shall be subject to the approval by the District Engineer and the Director.

- Notwithstanding the above, Concessionaire shall host an “Educational Day” at the Faire for local school districts to attend. Specific time and date to be determined by Concessionaire and Director.

12.5 Default of Maintenance Obligations

12.5.1 Should Concessionaire, after two (2) days notice from County of the need thereof, fail to perform its maintenance service obligations required herein, County in addition to all other available remedies may, but shall not be obligated to exercise its Right of Entry as provided hereinafter. County may enter upon the Concession Premises and perform Concessionaire's failed obligations and Concessionaire shall forthwith on demand reimburse County for its costs so incurred including direct and indirect overhead costs as determined by the Director.

12.5.2 County may cure the default of the Concessionaire with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed.

12.6 Disorderly Persons

Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the concession premises.

12.7 Filming

In the event that any filming is proposed to be conducted on the Concession Premises, Concessionaire will be required to obtain required filming permits from Film LA Inc. and USACE. Concessionaire acknowledges and agrees that certain film compliance standards have been developed by the USACE and said standards shall be complied with by Concessionaire.

12.8 Food and Beverage Quality

If so authorized, Concessionaire shall furnish and dispense foods and beverages of the best quality and shall maintain a high standard of services at least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. All foods and beverages sold or kept for sale by Concessionaire shall be first-class in quality, wholesome and pure, stored and handled with due regard for sanitation, and in all respects shall conform to the Federal, State and County food laws, ordinances and regulations. No adulterated, misbranded or impure products shall be sold or kept for sale by Concessionaire.

12.9 Illegal Activities

Concessionaire shall not knowingly permit any illegal activities to be conducted upon the concession premises.

12.10 Merchandise

Concessionaire shall provide and maintain an inventory of merchandise and goods required to meet the needs of the public therefor. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire and all merchandise kept on hand

by Concessionaire shall be stored and handled with due regard for safety and sanitation. In the event that the Director or District Engineer determines that any merchandise and/or food products are below first class, the Director and District Engineer shall have the right to order the improvement of the quality of any such items kept or offered for sale. The Director or District Engineer shall have the right to prohibit the sale or rental of any item of merchandise on finding(s) that the item is of inferior quality and/or that the item is not necessary for proper service to the public.

12.11 Non-Interference

Concessionaire shall not interfere with the public use of and the programming within the Santa Fe Dam Recreational Area.

12.12 Operational Plan

Prior to March 1 of each calendar year, the Concessionaire shall submit an Operational Plan (attached as Exhibit C) for approval by the Director, District Engineer, and other applicable governmental agencies. Said Operational Plan shall include, but not be limited to, no less than the information described hereinafter.

12.12.1 Alcoholic Beverages

- a. Permits. Concessionaire shall be responsible for obtaining the necessary permits from, and comply with all license and operating requirements of the Federal, State and local laws and ordinances, including the State of California's Alcoholic Beverage Control Board on or by the last Friday in March no later than 5:00 p.m. Concessionaire shall also obtain a written permit from the Director of the Los Angeles County Department of Parks and Recreation authorizing the sale and consumption of alcoholic beverages within the Concession Premises pursuant to the conditions set forth in the Department's Policy/Procedure Manual PM 552 (Sales and/or

Consumption of Alcoholic Beverages for Special Events at a County Park Facility) and incorporated herein by reference.

- b. Concessionaire is responsible for the operation and security needs of a maximum of five (5) beer and wine serving gardens/areas in compliance with the requirements of the California Alcoholic Beverage Control Board and the Department's Policy/Procedure Manual PM 552.
- c. Concessionaire shall provide appropriate number of security staff for beer and wine-serving gardens/areas at all times during the hours in which alcoholic beverages are offered for sale to the public.
- d. Concessionaire expressly agrees, pursuant to Section 2.132.130(c) of the Los Angeles County Code that no advertising for alcohol or tobacco products is permitted on County owned or operated property, which includes the premises that are the subject of this Agreement. Any proposed alcohol or tobacco sponsorship agreement for the Faire depicting the name and/or product shall be subject to prior review and approval by the Director. With regard to same, Concessionaire shall comply with any changes recommended by the Director.
- e. Concessionaire agrees to provide on-site exclusive "responsible drinking" booths from which literature and other educational materials will be distributed on and during the Faire dates.
- f. Concessionaire will place a "responsible drinking" tag line on all promotional event materials and radio broadcasts.

- g. Concessionaire will provide dedicated nonalcoholic beverage (other than nonalcoholic beer) booths throughout the Concession Premises during the Faire.
- h. Alcoholic beverages shall not be sold after 6:30 p.m. during the days the Faire is open to the public.

12.12.2 Environmental Mitigation

- a. The Concessionaire will be required to hire a consultant to engage in cowbird trapping to mitigate for the environmental impacts of this Agreement as identified by the USACE. The cowbird trapping will be conducted in a manner deemed acceptable by the USACE. The cowbird trapping is an annual requirement that shall be performed each year the Agreement is in place.
- b. Notwithstanding the above, the Concessionaire will be responsible to fulfill the environmental mitigation requirements as identified by the USACE.
- c. County may cure the default of the Concessionaire with respect to the environmental mitigation requirements of the USACE and assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the environmental mitigation performed.

12.12.3 Identification System

On or before second to last Friday in March and no later than 5:00 p.m., Concessionaire shall: 1) establish an identification system; 2) identify each person assigned to the event, their responsibilities, and the number of hours per week/event to be worked; and 3) submit the identification system and list of personnel to the Director for review and approval. The identification system shall be furnished at the Concessionaire's expense and may include but is not limited to appropriate uniform attire and name badges.

12.12.4 Maintenance

- a. Concessionaire is hereby required to provide grounds maintenance services, including, but not limited to, daily trash pick-up, daily litter removal, mowing of turf at a frequency as required by the Director, and spot irrigation of the Premises to maintain turf and minimize dust.
- b. Concessionaire shall manage trash removal inside the Concession Premises during the term of the Faire and shall keep trash receptacles emptied as needed to make them available at all times for disposing of trash.
- c. Maintenance work shall be performed in accordance with the highest industry-wide maintenance standards for park use. Standards and frequencies may be modified from time to time as deemed necessary by the Director for the proper maintenance of the Premises.
- d. Concessionaire shall provide and maintain in its employ at the Concession Premises a full-time maintenance crew during daily operating hours of the Faire. Said maintenance crew shall be sufficient in number, and with such training, as to perform all tasks and responsibilities required by this Agreement. All such personnel shall be

clean and neat at all times, and shall wear uniform clothing that identifies them as employees of the Concessionaire. Concessionaire shall be responsible for all costs and expense for all staff, equipment, and supplies required for maintenance and cleanup.

- e. Concessionaire shall provide trash pick-up and removal within 100 feet outside of the Concession Premises and within the parking areas of the site plan. All refuse, debris and trash collected shall be placed in roll-off trash bin(s) and disposed of off-site. Concessionaire shall provide, at a minimum, two (2) forty (40) yard roll-off trash bins for the Faire and ensure that the contents are disposed of properly off-site. During the Faire, Director may require Concessionaire to provide additional bins for the proper disposal of trash. Roll-off trash bins must be removed from the Santa Fe Dam Recreational Area by the third Friday in June no later than 8:00 p.m.
- f. Concessionaire shall provide a minimum of seventy-five (75) standard portable toilets and five (5) ADA Compliant portable toilets during the Faire. Concessionaire shall pump out each portable toilet daily every day during the period that the Faire is open to the public. In addition, Concessionaire shall inspect and clean each portable toilet at a minimum of four (4) times per day during the period that the Faire is open to the public. All portable toilets shall be removed from the Concession Premises by the third Friday in June no later than 8:00 p.m.
- g. Concessionaire shall inspect the Premises in advance of, during and after the Faire with representatives of the Department. The County shall be entitled to reimbursement of all County costs for repair and/or

replacement of improvements, or damages to Santa Fe Dam Recreational Area that are directly related to the Faire. With respect to restoration of damaged turf-grass areas, Concessionaire, at its cost, will restore such turf-grass areas to the satisfaction of the Director. Turf-grass restoration shall mean replacement of turf with sod, or in the alternative, planting of seed and/or hydro seeding at the discretion of the Director; and maintenance after the installation and/or seeding for a subsequent thirty (30) days. The Department shall ensure that the restored areas receive the proper amount of irrigation during Concessionaire's maintenance period. All repairs and/or replacements shall include quality materials consistent with industry wide standards for workmanship, and shall be as instructed and supervised by the Director.

- h. Concessionaire shall provide the Director with the names and telephone numbers of at least three (3) qualified persons who can be called by County representatives when emergency conditions occur during hours when the Concessionaire's normal work force is not present. The County shall call for such assistance only in the event of a substantial emergency. This provision does not pertain to conditions rendering the Concession Premises unusable as otherwise set forth herein.
- i. In the event that the Faire must be temporarily suspended due to inclement weather conditions, the decision on when to allow public use to resume will be made by the Director or his authorized representative. Each party shall provide to the other a list of authorized representatives upon commencement of the first

Agreement year. Updated lists shall be provided by either party as changes occur throughout the term of the Agreement.

12.12.5 Outreach Program

The Concessionaire shall administer an Outreach Program on an annual basis that includes, but not limited to: a job fair for local communities; a scholarship program to enable students to attend the annual "Educational Day" matinee; a library outreach program for local communities; opportunities for local charity groups to become involved; invitations to local theatre groups to audition for acting parts in Faire productions; and vendor spaces for the County and the USACE to display and discuss the programs and services offered to the public.

12.12.6 Parking/Traffic Control

- a. Concessionaire, at its sole cost and expense, shall be responsible for managing, controlling, supervising, and providing sufficient staff for all vehicles entering and parking within the Santa Fe Dam Recreational Area for purposes of attending the Faire. In addition, Concessionaire is responsible for avoiding traffic congestion on the streets entering the Santa Fe Dam Recreational Area. Concessionaire shall submit the parking/traffic control plan for review and approval to the Director by the first Wednesday in March, no later than 5:00 p.m. and shall be subject to the review by the Los Angeles County Office of Public Safety, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, City of Irwindale Police Department, California Highway Patrol and/or USACE. All changes, amendments or recommendations by the County shall be

implemented by Concessionaire prior to the Faire being opened for public patronage.

- b. Concessionaire's responsibilities shall include but not limited to, the placement of directional parking signs, traffic cones, and delineators; as well as signage indicated "No Parking" as instructed by the Director. The number of traffic control personnel will be dependent on the volume of vehicles.

12.12.7 Patron/Non-Patron Complaints

The Concessionaire shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- a. Within ten (10) business days after Contract effective date, the Concessionaire shall provide the County with the Concessionaire's policy for receiving, investigating and responding to user complaints.
- b. The County will review the Concessionaire's policy and provide the Concessionaire with approval of said plan or with requested changes.
- c. If the County requests changes in the Concessionaire's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days for County approval.
- d. If, at any time, the Concessionaire wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the County for approval before implementation.
- e. The Concessionaire shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- f. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- g. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

12.12.8 Safety

- a. Concessionaire shall immediately correct any unsafe condition of the Concession Premises, as well as any unsafe practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness, or injury occurring on the Concession Premises. Concessionaire shall cooperate fully with County in the investigation of any injury or death occurring on the Concession Premises, including a prompt report thereof to the Director.
- b. Concessionaire shall be responsible for the operation at a minimum of one (1) first-aid and one (1) lost and found station. The first-aid and lost and found station shall be staffed by qualified person(s) during each day the Faire is opened to the public and shall be subject to approval by the Director.
- c. Inclement Weather
Concessionaire shall make initial assessment of Concession Premises to determine if it is safe for use by the public.
- d. In the event County observes the Concession Premises is unsafe due to inclement weather conditions or other hazardous elements, County may have the sole discretion to close the facility to prevent any injuries.

12.12.9 Security

- a. Concessionaire shall provide security services during the term of this Agreement for the purpose of protecting the Concession Premises from theft, burglary, vandalism, and for crowd control.
- b. Concessionaire will be responsible for providing overnight security service for the purpose of overnight camping between the hours of 10:00 p.m. and 7:00 a.m. This service shall provide approved and bonded security officers, law enforcement, or retired law enforcement and is subject to review and approval as stated in 12.21.3 hereinafter.
- c. Concessionaire's security operation plan and evacuation plan for the Faire shall be subject to the review and approval by the Los Angeles County Office of Public Safety, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, City of Irwindale Police, California Highway Patrol and/or USACE. All changes, amendments or recommendations by the County shall be implemented by Concessionaire prior to the Faire being opened for public patronage. Concessionaire shall submit its plans for review and approval by the second Wednesday in March, no later than 5:00 p.m.
- d. In the event that law enforcement officers are required pursuant to the hereinabove security operation plan, Concessionaire shall reimburse the law enforcement agencies within thirty (30) days following receipt of request of payment for services provided during the Faire.
- e. Notwithstanding any other provision of this Agreement, Concessionaire shall pay the cost for specific and

extraordinary services incurred should there be any major disorders requiring the support from the below mentioned public agencies, but not limited to, the Department of Parks and Recreation, Los Angeles County Office of Public Safety, Los Angeles County Sheriff, Los Angeles County Fire Department, City of Irwindale Police Department, and the California Highway Patrol.

12.12.10 Site Plan

The Concessionaire shall provide a site plan indicating specific locations of ALL temporary structures, equipment, vendor spaces and improvements to the Concession Premises. The site plan shall be of sufficient detail and scale to give an accurate depiction of the proposed work and vendors sites and structures. The site plan should also detail exit and entrance routes for the public during non-emergencies and emergencies.

12.12.11 Utilities

- a. Concessionaire shall provide all necessary utilities at its sole cost, with the exception of water, which shall be provided by County. The water provided by County shall be used for sanitation purposes only.
- b. Concessionaire shall not in any way alter or modify any of the County's utilities systems and/or equipment without specific authorization from the Director.
- c. In the event that the County provides electrical service during the term of the Agreement, County shall do so at the following levels:
 - Circuit A – Waste Water Panel – 60 amps
 - Circuit B – Water Park Panel – 100 amps
 - Circuit C – Water Park Panel – 100 amps

Circuit D – Ramada #3 transformer – 100 amps

Circuit E – Comfort Station #8 transformer – 100 amps

- d. If the County is unable to provide the electrical service to the level needed for the Faire operation, the Concessionaire will be responsible for providing such electrical service at its own expense subject to the approval of the Director and the District Engineer.

12.12.12 Vendors

a. Vendor List

Concessionaire shall submit for the Director to review and for approval on or before the second Wednesday in March, no later than 5:00 p.m., a tentative list of vendors, and the services, products and/or merchandise being provided to the public by said vendors. Only those vendors authorized by the Director will be allowed within the Concession Premises. Concessionaire's finalized list of vendors including name, (and DBA if any) all pertinent contact information, plus the list of products and/or merchandise to be sold or services provided, and insurance requirements, if warranted, shall be submitted for Director's review by the final Wednesday in March, no later than 5:00 p.m.

b. Vendor Sales and Services

Up to 150 vendors who are under contract with Concessionaire may provide sales and services. Types of merchandise and services that will be provided to the public by the vendors include, but are not limited to: artwork, candles, food products, ceramics, clothing, flowers, plants and related products, game opportunities, glassware, collector rocks, hats, spices, jewelry, leather goods, masks and costumes, metal work, perfume, rides,

toys, wood products, psychic services and massage therapy.

c. Vendor Space Fee

For each additional vendor above 150, a \$150 vendor space fee will apply or as deemed appropriate by the Director. This fee will be placed into a special account as authorized by the Director. The County and the USACE will be provided a vendor space at no cost.

2.13 Overnight Camping for Security Purposes

The Premises cannot be used for human habitation but may be used as approved by the Director and District Engineer for overnight camping for security purposes and other overnight security staff. Concessionaire shall provide security, at its sole cost and expense. During the Faire and on weekends only, vendors may remain on-site within areas as approved and designated by the Director and District Engineer in order to secure their personal property, belongings, and Faire merchandise.

12.14 Prices

12.14.1 Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the concession premises. The Director hereby reserves the right to review and approve said fees and any increase requires approval from the Director and the District Engineer. Said prices shall be fair and reasonable based upon the following considerations: that the use granted is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in

view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as approved by the Director.

12.15 Programmed Events

Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas within the Santa Fe Dam Recreational Area. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Santa Fe Dam Recreational Area.

12.16 Quality of Services

Service to the public is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its operation in a first-class manner, providing similar activities, programs and services. Concessionaire, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director based on findings that the provision of such terms are not in the best interest of the public welfare.

12.17 Reporting

The Concessionaire or its representative shall meet with the Director each week or at such other times as may be required by the Director to review Concessionaire's performance under this Agreement and to discuss any problems or matters as determined by the Director and/or Concessionaire. Each party shall provide to the other a list of authorized representatives upon commencement of the first

Agreement year. Updated lists shall be provided by either party as changes occur throughout the term of the Agreement.

12.18 Sanitation

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the concession premises. Concessionaire shall prevent the accumulation of trash and debris for a distance of one hundred (100) feet from the concession premises. Concessionaire shall provide that all refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the concession premises and the area within a distance of one hundred (100) feet thereof in a sanitary condition.

12.19 Security Devices

Concessionaire, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the concession premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

12.20 Signs

Concessionaire shall not post signs upon concession premises or improvements thereon unless prior approval thereof is obtained from the Director. Signs shall also be subject to review and control by the District Engineer in accordance with the master agreement.

12.21 Temporary Structures/Equipment

Concessionaire shall not bring in materials or perform any setup prior to March 1. Concessionaire, at its own expense, shall provide and install all temporary structures, fixtures, and equipment that are

required for the operation of the Faire. Concessionaire shall take down and completely remove same from the premises within 30 days following the conclusion of the Faire. Should Concessionaire fail to so remove said temporary structures, fixtures, and equipment, within said period, Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any cost as determined by the Director incurred in excess of any consideration received from the sale, removal or demolition thereof.

13.0 TERMS AND CONDITIONS

13.1 AGREEMENT ENFORCEMENT

- 13.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.
- 13.1.2 Any officers and/or authorized employees of County may enter upon the concession premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the concession premises.
- 13.1.3 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the concession premises herein, Concessionaire does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

13.2 CANCELLATION

- 13.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in Section 13.12, this

Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Concessionaire ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

13.2.2 Upon cancellation, County shall have the right to take possession of the concession premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

13.2.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

13.2.4 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the use granted. Accordingly, the Director shall send a copy of any intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation

or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.

13.2.5 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

13.3 COMPLIANCE WITH CIVIL RIGHTS LAW

The Concessionaire hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Concessionaire shall comply with Exhibit D, Concessionaire's EEO Certification.

13.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Concessionaire acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Concessionaire understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s

Most Wanted: Delinquent Parents” poster in a prominent position at Concessionaire’s place of business. County’s District Attorney will supply Concessionaire with the poster to be used.

13.5 CONCESSIONAIRE’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Concessionaire’s place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Concessionaire with the poster to be used.

13.6 CONCESSIONAIRE’S NON-COMPLIANCE AND LIQUIDATED DAMAGES

13.6.1 In the event the Director determines that there are deficiencies in Concessionaire’s operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

13.6.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his sole option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the Sub-Section 13.26 (Right of Entry) and/or (3) assess liquidated damages.

13.7 CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT

13.7.1 Responsible Concessionaire

A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

13.7.2 Chapter 2.202 of the County Code

The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Concessionaire may have with the County.

13.7.3 Non-responsible Concessionaire

The County may debar a Concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: (1) violated a term of a Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Concessionaire's quality, fitness or capacity to perform a Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense

which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

13.7.4 Contractor Hearing Board

1. If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence which is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Concessionaire has been debarred for a period longer than five (5) years, that Concessionaire may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Concessionaire has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Concessionaire has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

13.7.5 Subcontractors of Concessionaire

These terms shall also apply to Subcontractors of County Concessionaires.

13.8 CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 13.8.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 13.8.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire's duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings

Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.9 CONFLICT OF INTEREST

13.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Concessionaire or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Concessionaire who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

13.9.2 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

13.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Concessionaire require additional or replacement personnel after the effective date of this Agreement, the Concessionaire shall give

consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Concessionaire's minimum qualifications for the open position. For this purpose, consideration shall mean that the Concessionaire will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Concessionaire.

13.11 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Concessionaire's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Concessionaire's compliance with all Agreement terms and performance standards. Concessionaire deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

13.12 EVENTS OF DEFAULT

- 13.12.1 The abandonment, vacation or discontinuance of operations on the concession premises for more than five (5) days consecutive days, without approval thereof by the Director.
- 13.12.2 The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

- 13.12.3 The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 13.12.4 The failure to maintain the concession premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 13.12.5 The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.
- 13.12.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.
- 13.12.7 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.

13.12.8 Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

13.13 FAIR LABOR STANDARDS

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

13.14 FORCE MAJEURE

13.14.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

13.14.2 Notwithstanding the foregoing, a default by a subcontractor of Concessionaire shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Concessionaire and such subcontractor, and without any fault or negligence of either of them. In such case, Concessionaire shall not be liable for failure to perform, unless the goods or services to be furnished by the

subcontractor were obtainable from other sources in sufficient time to permit Concessionaire to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

13.14.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

13.15 GOVERNING LAW, JURISDICTION, and VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.16 INDEPENDENT CONCESSIONAIRE

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

13.17 INDEMNIFICATION

Concessionaire agrees to indemnify, defend and hold harmless County, the United States of America, the United States Army Corps of Engineers, and the County of Los Angeles Flood Control District, their agents, officers, and employees from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Concessionaire's acts and/or omissions arising from and/or relating to this Agreement. Concessionaire's duty to indemnify the County, the United States of America, the United States Army Corps of Engineers, and the County of Los Angeles Flood Control District shall survive the expiration or other termination of this Agreement.

13.18 INSURANCE REQUIREMENTS

Without limiting the Concessionaire's indemnification of the County and during the term of this Agreement, the Concessionaire shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and, with the Exception of Worker's Compensation insurance, shall name the County of Los Angeles, the United States of America, United States Army Corps of Engineers and the County of Los Angeles Flood Control District as additional insureds.

13.18.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007, prior to commencing

services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, the United States of America, United States Army Corps of Engineers and the County of Los Angeles Flood Control District, its officials, officers and employees as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Concessionaire to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Concessionaire to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.18.2 Notification of Incidents, Claims or Suits

Concessionaire shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property

damage which may result in the filing of a claim or lawsuit against Concessionaire and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- b. Any third party claim or lawsuit filed against Concessionaire arising from or related to services performed by Concessionaire under this Agreement.
- c. Any injury to a Concessionaire employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Concessionaire under the terms of this Agreement.

13.18.3 Insurance Coverage Requirements for Subcontractors

Concessionaire shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- a. Concessionaire providing evidence of insurance covering the activities of subcontractors; or
- b. Concessionaire providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13.19 INSURANCE COVERAGE REQUIREMENTS

- 13.19.1** Concessionaire shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

- a. **General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$5,000,000
Products/Completed Operations Aggregate:	\$5,000,000
Personal and Advertising Injury:	\$5,000,000
Liquor Liability	\$5,000,000
Each Occurrence:	\$5,000,000

- b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence. Such insurance shall include coverage for all "owned", "non-owned" and "hired" vehicles, or coverage for "any auto".

- c. **Workers Compensation and Employer's Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Concessionaire is responsible. If Concessionaire's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Concessionaire is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Concessionaire and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000

Disease - each employee: \$1,000,000

- d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:
 - i. **Personal Property: Automobiles and Mobile Equipment** - Special form ("all risk") coverage for actual cash value of County-owned or concession property; and
 - ii. **Real Property and All Other Personal Property** - Special form ("all risk") coverage for the full replacement value of County-owned or concession property.

13.19.2 Failure to Procure Insurance

- a. Failure by Concessionaire to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Concessionaire resulting from said breach.
- b. Notwithstanding the above and in the event that Concessionaire fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Concessionaire shall pay full compensation for all costs incurred by County.

13.20 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 13.20.1 The Concessionaire certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to

or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

13.20.2 The Concessionaire shall certify to and comply with the provisions of Exhibit D, Concessionaire's EEO Certification.

13.20.3 The Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.20.4 The Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

13.20.5 The Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any

other project, program, or activity supported by this Agreement.

13.20.6 The Concessionaire shall allow County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions of this Sub-Paragraph 13.20 when so requested by the County.

13.20.7 If the County finds that any provisions of this Sub-Paragraph 13.20 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.

13.20.8 The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

13.21 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

The Concessionaire shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice

shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

13.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

13.23 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be Renaissance Entertainment Productions Inc., 6520 Irwindale Avenue, Suite 202, Irwindale, California 91706. The address to be used for any notice served by mail upon County shall be 301 North Baldwin Avenue, Arcadia, CA 91007, Attention: Contracts, Golf and Special Districts Division, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail, facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

13.24 PUBLIC RECORDS ACT

13.24.1 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting

records pursuant to Paragraph 8.0 of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 13.24.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Concessionaire agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

13.25 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Concessionaire agrees to use recycled-content paper to the maximum extent possible on this Agreement.

13.26 RIGHT OF ENTRY

- 13.26.1 Any officers and/or authorized employees of the USACE and County may enter upon the concession premises at any and

all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the concession premises.

13.26.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of five (5) days, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the concession premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said concession premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) subagreement or sublicense the concession premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the concession premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

13.26.3 No re-entry or taking of the concession premises by County pursuant to Sub-Paragraph 13.26.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

13.27 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

13.28 SUBLICENSES

13.28.1 Concessionaire shall not, without the prior written consent of the Director, sublicense any portion of the concession premises, or sublicense any of the operation or activities authorized or required by this Agreement.

13.28.2 In the event the County determines that the Concessionaire has violated the sublicense provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Concessionaire shall be liable to County for liquidated damages in said amount.

13.29 SURRENDER OF CONCESSION PREMISES

13.29.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the concession premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand

removal thereof to the extent that Paragraph 4.5 hereinbefore may be applicable thereto.

- 13.29.2 Upon expiration of the term, Concessionaire shall execute and deliver to County within thirty (30) days after service of written demand, a good and sufficient quitclaim deed of the Concessionaire's interest in this Agreement and the concession premises. Should Concessionaire fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Concessionaire to execute and deliver the quitclaim deed shall, after ten (10) days from the date of recordation of the notice, be conclusive evidence against Concessionaire and all persons claiming under Concessionaire, of the termination of this Agreement.

13.30 TAXES AND ASSESSMENTS

- 13.30.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the concession premises and any improvements located thereon.
- 13.30.2 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

13.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Concessionaire to maintain compliance with the requirements set for in Section 13.8, Concessionaire's Warranty Of Adherence To County's Child Support Compliance Program, shall

constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the county Board of Supervisors may terminate this Agreement pursuant to Sub-Section 13.2, Cancellation.

13.32 TERMINATION FOR CONVENIENCE; SUSPENSION

13.32.1 Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Agreement hereunder shall be effected by delivery to Concessionaire of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) days after notice.

13.32.2 Suspension. County, at its convenience, and without further liability, may suspend Concessionaire's performance under this Agreement, in whole or in part, by written notice to Concessionaire from the Director specifying the effective date and extent of the suspension.

13.32.2.1 Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.

13.32.2.2 In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for convenience at the option of either party, upon written notice to the other party.

13.33 TERMINATION FOR IMPROPER CONSIDERATION

- 13.33.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.
- 13.33.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County
- 13.33.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

13.34 TERMINATION FOR INSOLVENCY

- 13.34.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Concessionaire. The Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal

Bankruptcy Code and whether or not the Concessionaire is insolvent within the meaning of Federal Bankruptcy Code;

13.34.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Concessionaire; or

13.34.3 The rights and remedies of County provided in this Sub-Section 13.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13.35 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

13.36 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

13.36.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Santa Fe Dam Recreational Area and the concession premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this

Agreement to said assignee. County shall provide the Concessionaire with notice of termination or assignment of this Agreement pursuant to this provision.

- 13.36.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Santa Fe Dam Recreational Area, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Concessionaire shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such park closure.

13.37 TRANSFERS

- 13.37.1 Concessionaire shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.
- 13.37.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.
- 13.37.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in

voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

- 13.37.4 Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the Santa Fe Dam Recreational Area.
- 13.37.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.
- 13.37.6 In the event Concessionaire shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to one percent (1%) of the gross sales price shall be paid to County. Said sum shall be payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a

written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

- a. A transfer of an undivided interest in the agreement between or among co-workers or affiliated entities which results in a change in method of holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;
- b. An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
- c. A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;
- d. Such other assignment for which the Director determines that the ownership interests in the agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced

thereby. The Director's decision in such cases shall be appealable to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Concessionaire in the event the Director's decision is reversed.

13.38 WAIVER

- 13.38.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.
- 13.38.2 No delay, failure, or omission of County to re-enter the concession premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

13.38.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.

13.38.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

13.39 WARRANTY AGAINST CONTINGENT FEES

13.39.1 The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business.

13.39.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire agreement between County and Concessionaire for the use granted at Santa Fe Dam Recreational Area for the operation of a renaissance theme faire. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the operation of a renaissance theme faire and the

concession premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

15.0 AUTHORIZATION WARRANTY

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

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IN WITNESS WHEREOF, Concessionaire has executed this Concession Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the month, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Yvonne B. Burke
Chair, Board of Supervisors

CONCESSIONAIRE
Renaissance Entertainment Productions Inc.

By 

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By 
Christina A. Salseda, Senior Deputy

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 13TH day of March, 2008, before me,
Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles,
personally appeared Linda McFeters, as the Vice President of
Renaissance Entertainment Productions, Inc. personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument and acknowledged to me that the person executed
the same in his/her authorized capacity, and that by his/her signature on the instrument
the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By


Deputy County Clerk

CHIEF ADMINISTRATIVE OFFICER
COUNTY OF LOS ANGELES

713 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012
974-1101



December 19, 1975

HARRY L. HUFFORD
CHIEF ADMINISTRATIVE OFFICER

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES


MEMBERS OF THE BOARD
BAXTER WARD
CHAIRMAN
PETER F. SCHABARUM
KENNETH HAHN
EDMUND D. EDELMAN
JAMES A. HAYES

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Hall of Administration

10

DEC 30 1975

Gentlemen:


LARRY J. MONTEILH
EXECUTIVE OFFICER

LEASE AGREEMENT FOR THE
SANTA FE DAM RECREATION AREA

On November 12, 1975, the Board, on motion of Supervisor Schabarum, approved my report which proposed the concept of financing the County's share of development costs of the Santa Fe Dam Recreation Area on a deferred basis with the U.S. Army Corps of Engineers. My office was instructed to explore the deferred financing approach in detail with the Corps and to report back to the Board.

The Department of Parks and Recreation, County Counsel and my office have negotiated an agreement with the Army Corps of Engineers which provides that the Corps will construct approximately \$4 million in recreational improvements and lease them to the County. The County's obligation to the Corps will be satisfied by making annual lease rental payments for a twenty-year period. The agreement also provides for a fifty-year operational lease on the 722 acres of Federal property located within the Santa Fe Flood Control Basin and is similar to that for the Whittier Narrows Recreation Area.

The recreational development will be consistent with the General Development Plan as shown on Exhibit C of the attached proposed lease and will consist of 30 acres of picnic area, a 20-acre lake with a swimming beach, nature center building, and parking for 500 cars.

The lease provides that the County will pay \$100,000 annually in advance plus interest at 5.116 percent of the unamortized portion of one-half of the cost of the recreational improvements which is now estimated at \$4 million. The first year lease payment (principle only) is estimated to be \$100,000. The second year lease payment (principle and interest) is estimated at \$197,204. Each subsequent payment will be reduced as the local share of development is amortized.

If the Board adopts a formula for dividing recreational funding by district, the lease obligation would be applied against the First District allocation. The Department of Facilities has advised that the lease rental rate is less than the fair rental value of the recreational improvements being leased to the County.

This lease agreement has the full support of local U.S. Army Corps of Engineers' officials; but since it differs from previous Corps policies, it will have to be approved by the Secretary of the Army. Should further modifications be required by the Secretary, we will report back to the Board.

The Army Corps of Engineers has completed an environmental assessment to comply with the National Environmental Policy Act (NEPA). A negative declaration for this project has been prepared and the Department of Parks and Recreation has concluded that this lease will have no significant impact on the environment. A copy of the negative declaration is attached.

THEREFORE, IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached negative declaration and find that there is no significant effect on the environment.
2. Approve and the Chairman be instructed to sign the attached fifty-year lease agreement with the U.S. Army Corps of Engineers which has been approved as to form by County Counsel.
3. Approve and the Chairman be instructed to execute the Assurance of Compliance with the Department of Defense Directive under Title VI of the Civil Rights Act of 1964 attached to the lease as Exhibit E.

4. Instruct the Executive Officer-Clerk of the Board of Supervisors to forward the agreement to the local District Engineer for processing to the Secretary of the Army.

Very truly yours,

HARRY L. HUFFORD
Chief Administrative Officer

HLH:WAL

RVH:tlg

Attachments

cc: Each Supervisor

County Counsel

Director of Facilities

Director of Parks and Recreation

U.S. Army Corps of Engineers

X 36780

DEPARTMENT OF THE ARMY
LEASE
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SANTA FE FLOOD CONTROL BASIN
LOS ANGELES COUNTY, CALIFORNIA

NO. DACW09-1-76-72

THE SECRETARY OF THE ARMY hereinafter sometimes referred to as the "GOVERNMENT" under authority of Section 4 of Act of Congress approved 22 December 1944, as amended (16 U. S. C. 460d), and the Federal Water Project Recreation Act, 79 Stat. 214 (16 U. S. C. 460L-13) hereby grants to the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter called the "COUNTY", a lease without monetary consideration for a period of fifty (50) years commencing on 4 May, 1976, and ending on 3 May, 2026, to use and occupy approximately 835.77 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Santa Fe Flood Control Basin Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", numbered 157-K-42.1, dated 25 June 1971, for public park and recreational purposes and described in Exhibit "B", legal description dated, 23 December 1975, File 157-K-42.1, both exhibits being attached hereto and made a part hereof.

Construction of the Santa Fe Flood Control Basin (hereinafter called the "Project") was authorized by the Flood Control Act approved 22 June 1936, (Public Law 738, 74th Congress); and

The County is authorized to administer the leased premises, both land and water areas for recreational purposes, and operate, maintain and replace facilities provided for such purposes and is empowered to contract for such purposes, and is empowered to contract in these respects; and

The Government is authorized by the Flood Control Act of 1944, Section 4, as amended (16 U. S. C. 460d), to enter into leases with non-Federal

public bodies for development, management and administration of the recreation resources of Federal water resources projects.

THIS LEASE is granted subject to the following conditions:

1. The County shall conform to such regulations as the Government may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The County shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Government or with provisions of the above cited Act of Congress.

2. LANDS AND FACILITIES

(a) The Government has designed and constructed and operates the Project to provide for optimum enhancement of general recreation consistent with other authorized Project purposes. The improvements to be constructed are shown on the Santa Fe Dam Recreational Area General Development Plan (GDP) for the Project, as concurred in by the County and incorporated herein by reference as Exhibit "C".

(b) The Government in cooperation with the County has prepared a mutually acceptable GDP which depicts and identifies the types and quantities of facilities which the Government will construct in accordance with the terms of this lease. The presently estimated cost of facilities to be so provided is contained in Exhibit "D" entitled "Estimated Separable Recreation Costs", attached hereto and made a part hereof. Such estimate of facility cost will be subject to reasonable adjustment as appropriate upon completion of construction.

(c) Title to all lands and facilities developed or constructed by or with Government assistance to enhance the recreation potential of the premises shall at all times be in the United States.

(d) The performance of any obligation or the expenditure of any funds by the Government under this lease is contingent upon Congress making the necessary appropriations and funds being allocated and made available for the work required hereunder.

(e) The County shall make annual installment payments for its share of the cost of initial recreation development for that 20 year period commencing upon completion by the Government of the said improvements for general recreation and the delivery of possession of the said facilities to the County's Director of Parks and Recreation for the County's use and benefit.

(f) The facilities as shown in Exhibit "D", which may be adjusted in accordance with condition 2(b) above, shall be constructed jointly by the parties through mutually satisfactory division of responsibility for construction which takes into account direct and indirect cost savings which may be gained by the parties in the public interest for certain specific facilities, provided, that the facilities to be constructed by each party shall be formally agreed upon by the two parties prior to construction, consistent with the provisions of Condition 3.

3. COST AND PAYMENT.

(a) Initial Development. The cost of initial recreation development is estimated to be \$4,000,000.

(b) The County hereby agrees to make annual installment payments as follows:

(1) One hundred thousand dollars (\$100,000) annually in advance for twenty years together with 5.116 percent of the unamortized portion of one half of the cost of initial recreation development.

(2) This annual installment payment will be recomputed by the parties upon completion of construction and the actual cost incurred has been determined. The County's annual installment payment will be increased or decreased depending on whether the actual construction costs are greater

(3) It is understood and agreed that the construction costs shall include the actual costs to the Government of the work included in the Government construction contract and on the basis of unit prices in the Government contract and final quantities covering labor, materials, and equipment required for the work under the Government construction contract plus costs for engineering, design, supervision and administration.

[illegible]

(4) The first annual installment payment shall be due and payable within thirty (30) days after the County is notified in writing by the Government that the facilities are available for useful operation. Each subsequent annual installment payment shall be due and payable to the Treasurer of the United States within thirty (30) days of the yearly anniversary date of such notice. Said payments shall be made upon submission of a claim for each payment to the County Auditor of County by the date of each annual payment.

(5) The County warrants that its general tax revenues shall be made available and utilized to fulfill its obligation relative to said annual installment payments.

(c) Future Development. Neither party is obligated by this lease to undertake any future development of the premises, except to the extent this lease may be so modified by future supplemental agreement signed by the parties and approved by the Government. If at any time the County wishes to undertake further development of the premises, it may do so at its expense provided prior approval of the Government is obtained, but the Government shall not be obligated to reimburse the County for any portion of such expense in the absence of a supplemental agreement hereto as aforesaid.

(d) Other Federal Funds. No credit against the annual installment payments of any kind whatsoever will be allowed the County for expenditures financed by, involving, or consisting of, either in whole or in part, contributions or grants of assistance received from any Federal agency in providing any lands or facilities for recreation enhancement hereunder.

4. CONSTRUCTION AND OPERATION OF ADDITIONAL FACILITIES.

Certain types of facilities, including but not necessarily limited to restaurants, lodges, golf courses, cabins, clubhouses, overnight or vacation type structures, stables, marinas, swimming pools, and such similar revenue producing facilities, may be constructed by the County

or by third parties on a concession basis. Any such construction and operation of these types of facilities shall be compatible with all Project purposes and shall be subject to prior approval of the Government. However, the County shall not receive credit for costs of such facilities against the annual installment payments due and payable under condition 3 of this lease.

5. FEES AND CHARGES

(a) The County may assess and collect fees for entrance to developed recreation and fish and wildlife areas and for use of the premises in accordance with a fee schedule mutually agreed to by the parties. Not less often than every five years, the parties will review such schedule and, upon the request of either, renegotiate the schedule. The renegotiated fee schedule shall, upon written agreement thereto by the parties, supersede any existing fee schedule without the necessity of modifying this lease.

(b) The County and its sublessees may conduct such revenue-producing activities as are within the scope of condition 4 above. Except for timber salvaged and sold by the County when in the way of construction, all sales of forest products will be conducted by the Government and the proceeds therefrom shall not be available to the County under the provisions of this lease. Non-price supported crops may be cultivated either directly, or on a share-cropping basis to the extent the crop is required to provide food and habitat for wildlife. The Government reserves the right to lease lands covered by this instrument for agricultural or grazing purposes, unless the enhancement of the fish/wildlife habitat is essential to the conservation and development of the premises by the County. In the latter event, the sublease will be approved in writing by the Government. The County will reserve at least one area at which access to the Project may be reached without imposition of fees of any kind. No

facilities need be provided at this area by the County, but normal maintenance and clean-up will be provided.

(c) The rates and prices charged by the County or its grantees for revenue-producing activities shall be reasonable and comparable to rates charged for similar goods and services by others in the community and on the reservoir. The Government shall have the right to review such rates and prices and require an increase or reduction where it finds the objective of this condition has been violated.

(d) All monies received by the County from operations conducted on the premises including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the County for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the Government at the end of each 5-year period. The County shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the Government, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the County. The Government shall have the right to perform audits of the County's records and accounts, and to require the County to audit the records and accounts of third party concessionaires, and furnish the Government a copy of the results of such an audit.

6. FEDERAL AND STATE LAWS.

(a) In acting under its rights and obligations hereunder, the County agrees to comply with all applicable Federal and State laws and regulations, including but not limited to the provisions of the Davis-Bacon Act (40 U.S.C. 276 a-a (7)); the Contract Work Hours and Safety Standards

Act (40 U.S.C. 327-333); and part 3 of Title 29, Code of Federal Regulations.

(b) The County furnishes, as part of this lease, the assurance that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, a copy of which is attached and marked Exhibit "E". The County agrees also that it will obtain such assurances from all its concessionaires.

(c) The County furnishes as part of this lease the assurance that it will comply with Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646).

7. OPERATION AND MAINTENANCE.

(a) The County shall be responsible for operation, maintenance and replacement without cost to the Government, of all facilities developed on the premises for recreation opportunities. As used in this lease, the term "replacement" shall be construed to mean the replacement in whole or in part of any structure or improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance. The County shall maintain all lands, waters and facilities on the premises in a manner satisfactory to the Government. If any other property of the Government is damaged or destroyed by the County incident to the exercise of the privileges herein granted it shall be promptly repaired or replaced by the County to the satisfaction of the Government.

(b) The Government or its assignees will operate and maintain those lands, structures, and facilities such as but not limited to the inlet structure, outlet works, service roads and any facilities required for control and regulation of waters passing through the Project.

(c) All structures shall be constructed and landscaping accomplished in accordance with plans approved by the Government. Further, the County shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

(d) The right is reserved to the Government, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with flood control, and the County shall have no claim for damages of any character on account thereof against the Government or any agent, officer or employee thereof and make inspections concerning the operation and maintenance of the lands and facilities provided hereunder.

(e) The Government shall at all times have the right to make inspections concerning the operation and maintenance of the lands and facilities to be provided hereunder.

(f) The County shall be guided by an annual plan of operation and maintenance in furtherance of the GDP attached hereto as Exhibit "C". On or before the anniversary date of the lease each year, the parties shall agree on the annual plan which shall include but is not limited to the following:

(1) Plans for management activities to be undertaken by the County including improvements and other facilities to be constructed thereon in accordance with the lease.

(2) Report of the management, maintenance and development accomplishments of the County for the preceding year.

(3) Significant modifications of policies or procedures which have developed or are to be applied.

(4) Minor modifications to the GDP (major modifications to be accomplished by amendment of the GDP).

8. RELEASE OF CLAIMS.

(a) The Government and its officers and employees shall not be liable in any manner to the County for or on account of damage caused by the development, operation, and maintenance of the general and fish and wildlife recreation facilities on the premises. The County hereby releases the Government and agrees to hold it free and harmless and to indemnify it from all damages, claims, or demands that may result from development, operation and maintenance of the general and fish and wildlife recreation areas and facilities, except with respect to those functions reserved to the Government under conditions 7 (b) and 7 (d) and as provided in Section 9 of P. L. 93-251.

(b) That at the time of the commencement of this lease, the County will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$100,000.00 per person in any one claim, and an aggregate limit of \$300,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$150,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the County under the terms of this lease.

9. TRANSFER OR ASSIGNMENT

The County shall not transfer, assign or sublet this lease nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this lease without the approval of the Government except as provided in condition 4 of this lease.

10. DEFAULT

In the event the County fails to meet any of its obligations under this lease, the Government may terminate the whole or any part of this lease. The rights and remedies of the Government provided in this condition shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease. However it is agreed that any breach by the County in making the annual installment payments as provided for in Conditions 2(e) and 3 or in the operation and maintenance of the premises as provided in Condition 7 shall not subject the County to liability in any one fiscal year for any such breach or damages greater than the annual installment payment and/or for the operation and maintenance for the fiscal year in which the breach occurs. No breach on behalf of County shall cause any acceleration of annual installment payments not already due at the time of the breach.

11. EXAMINATION OF RECORDS.

The Government and the County shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this lease, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature involved therein. The Government and County shall make available at their offices at reasonable times, the accounting records for inspection and audit by an authorized representative of the parties to this lease during the period this lease is in effect.

12. RELATIONSHIP OF PARTIES.

The parties to this lease act in an independent capacity in the performance of their respective functions under this lease and neither party is to be considered the officer, agent, or employee of the other.

13. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this lease, nor to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

14. COVENANT AGAINST CONTINGENT FEES.

The County warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or in its discretion to add to the annual installment payment an amount sufficient to recover the full amount of such commission, percentage, brokerage, or contingent fee.

15. ENVIRONMENTAL QUALITY.

(a) In furtherance of the purpose and policy of the National Environmental Policy Act of 1969 (Public Law 91-190, 42 U. S. C. 4321, 4331-4335) and Executive Order 11514, entitled "Protection and Enhancement of Environmental Quality," March 5, 1970 (35 Federal Register 4247, Mar. 7, 1970) the Government and the County recognize the importance of preservation and enhancement of the quality of the environment and the elimination of environmental pollution. Actions by either party will be after consideration of all possible effects upon the project environmental resources and will incorporate adequate and appropriate measures to insure that the quality of the environment will not be degraded or unfavorably altered.

(b) During construction and operation undertaken by either party, specific actions will be taken to control environmental pollution which could

result from their activities and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases and smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) on - and offsite disposal of waste and spoil activities; and (5) prevention of landscape defacement and damage.

16. That upon the commencement of this lease the parties hereto shall cause to be made an inventory of all improvements constructed in whole or in part with Federal funds under the terms of the lease. From time to time there shall be added to said inventory such additional improvements as may be constructed pursuant to condition 3(c) of this lease. Facilities constructed pursuant to condition 4 of this lease shall not be added to the inventory. The inventory of improvements shall include descriptions and drawings sufficient to permit their identification and condition, and to replace them if required during the term or on the expiration or termination of this lease. Said inventory and all amendments thereto shall be approved in writing by authorized representatives of the parties hereto and shall thereupon become a part of this lease as if originally annexed.

17. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the County and easements will not be granted which will interfere with developments, present or proposed, by the County.

18. The areas made available to the County for public park, recreational, and incidental purposes by this lease, and any additional areas

to be made available to it from time to time shall be known as the "Santa Fe Dam Recreational Area," and said areas shall hereinafter be referred to as the "recreational areas."

19. The County shall maintain all side drainage through the premises to the San Gabriel River channel, and other unnamed channels, and shall maintain all areas to prevent floating debris of any kind, and may make and enforce such rules and regulations as are necessary and within its legal authority, in exercising the privileges granted and the obligations imposed by this lease, provided that such rules and regulations are not inconsistent with those prescribed by the Government to govern the public use of the premises.

20. The County shall have the right to construct and maintain upon the premises such buildings, improvements, facilities, accommodations, fences, directional and information signs, and other structures as may be necessary for the purposes of this lease, and may plant seeds, shrubs, and trees, provided that all such structures shall be constructed and the landscaping accomplished in accordance with such designs and at such locations as have been approved in advance, in writing, by the said Government. It is understood that no permanent type of recreation building or accessory facilities shall be erected on the lands below 25-year flood frequency elevations. Open type structures may be erected above 25-year flood frequency elevations and closed-type structures may be constructed above the 50-year flood frequency elevation upon written approval of plans and specifications of such structures by the said Government. (Flood frequency elevations to be determined by the Government.)

21. For the purpose of maintaining attendance records, the County shall obtain public use visitation data pertaining to the premises. The collection of such visitation data shall be accomplished by on-site surveys and by use of mechanical traffic counters, supplemented by information ob-

tained from other reliable sources. The County shall submit this data to Government by the 10th day of each month following the month being reported on, in accordance with procedures outlined in instruction manual "Procedures for Obtaining Public Use Visitation Data at Civil Works Projects," dated 3 December 1962, or subsequent revisions thereof.

22. The County shall not permit on the premises gambling or any games of chance, or install or operate, or permit to be installed or operated, any devices or concessions which, in the opinion of the Government, are contrary to good morals or are otherwise objectionable.

23. No human habitation will be permitted on the premises. This will not be construed to prohibit the County from providing properly designed and approved guard stations for night watchmen or other patrol men.

24. EFFECTIVE DATE

This lease shall take effect upon approval by the Secretary of the Army or his authorized representative.

25. All notices to be given pursuant to this lease shall be addressed as follows:

TO COUNTY:

County of Los Angeles
Department of Parks and Recreation
155 West Washington Boulevard,
Los Angeles, California 90015

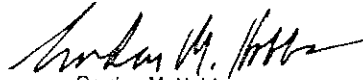
TO GOVERNMENT:

The District Engineer
U. S. Army Engineer District, Los Angeles
Corps of Engineers
P. O. Box 2711
Los Angeles California 90053

or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly

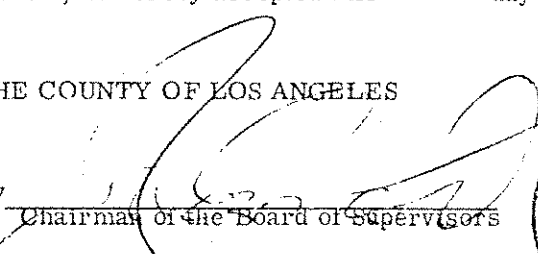
sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of
Assistant
the/Secretary of the Army this 4th day of May, 1976.

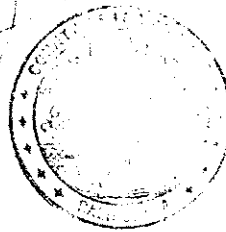

Gordon M. Hobbs
Assistant for Real Property
OASA (JG)

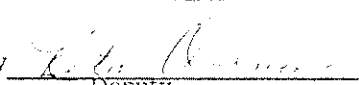
The above instrument, together with the provisions and conditions thereof, is hereby accepted this 20th day of April, 1976.

THE COUNTY OF LOS ANGELES

By 
Chairman of the Board of Supervisors

ATTEST: JAMES S. MIZE
Executive Officer and Clerk of
the Board of Supervisors



By 
Deputy

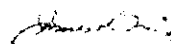
APPROVED AS TO FORM

JOHN H. LARSON, County Counsel

By 
Division Chief

3-2-76

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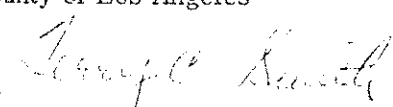

Enclosure

CERTIFICATION

John H. Larson, as Chief Legal Officer for the County of Los Angeles, State of California hereby certifies that Baxter Ward, Chairman of the Board of Supervisors of the County of Los Angeles executed the foregoing lease agreement within the scope of his authority to act on behalf of the County of Los Angeles, State of California, and that in the capacity of Chief Legal Officer for the County of Los Angeles, State of California has considered the legal effect of Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962 d 5b) and finds that the County of Los Angeles, State of California is legally capable of entering into the contractual obligations contained in the foregoing lease agreement and that, upon acceptance, it will be legally inforceable.

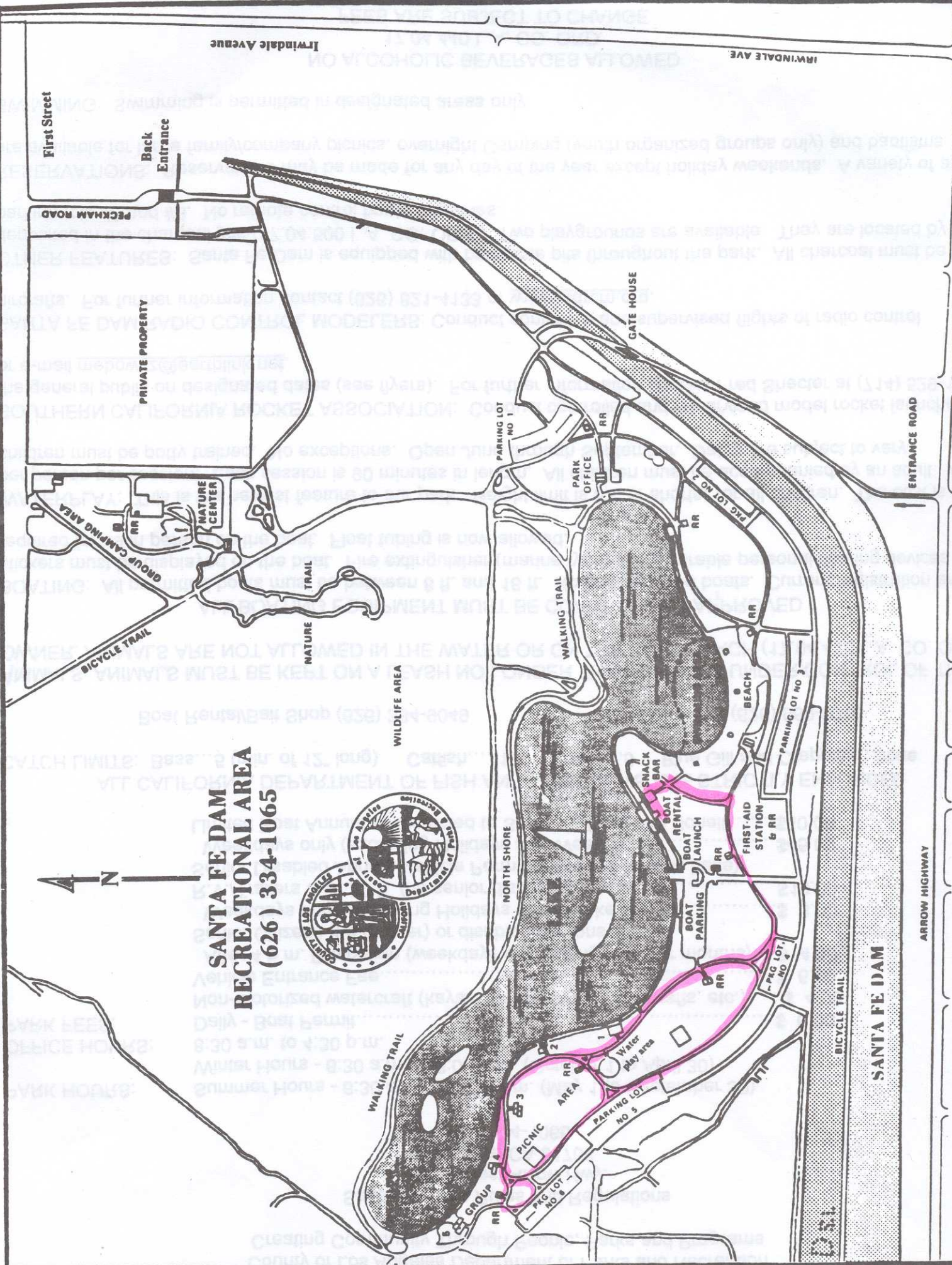
Given this 21st day of April 1976.

JOHN H. LARSON
County Counsel
County of Los Angeles

By 
Terry C. Smith, Chief
Property Division

TCS:mpb
3-2-76

**SANTA FE DAM
RECREATIONAL AREA
(626) 334-1065**



PROJECT DESCRIPTION

The Renaissance Pleasure Faire is the re-creation of a lively 16th Century Market Village in the English countryside. Hundreds of brightly costumed performers lead you in laughter as they dance, parade, sing and present colorful pageants on the five stages and in the Village streets. Over 100 artisans participate to display their beautiful hand made wares and to educate the guests with craft demonstrations representing skills taught hundreds of years ago. Delicious food and drink is offered to the passerby. Savory treats such as turkey legs, shepherd's pie, toad in the hole, bangers, and steak on a stake are offered along with luscious sweets as apple brown betty, cinnamon buns, lemon ices, and apricot infused raisins. Quaff your thirst with cider, lemonade, a hearty ale or delicate mead; then try your skill at games of chance and achievement. Hand powered rides are a favorite with children of all ages.

The Renaissance Pleasure Faire is the original event, now 46 years strong, which launched an entire industry celebrated today in over 46 states. The Pleasure Faire has introduced millions of enthusiasts to history and the delights of the Renaissance during its long tenure. In addition, the Faire hosts over 10,000 children from 122 school districts annually, to a day of living history, where, as Shakespeare so aptly put it, "We trick into learning, with a laugh."

1. **JOUSTING AREA:** A historically accurate Jousting Arena with fully armored jousting three times daily.
2. **CRAFT AND ACTIVITY DEMONSTRATIONS:** Artisans are carefully chosen for authenticity and technique. Craft demonstrations include glass blowing, weaving, hair braiding, leatherwork, blacksmithing, candle making, sculpting and others. There are also participatory classes in fencing and other arts, sciences and sports.
3. **KID'S KINGDOM:** Continuous supervised play. A delightful retreat for children to discover that history can be fun. Children enjoy games, puppetry, storytelling pageants and treasure hunts.
4. **FOOD AND BEVERAGE:** Over one hundred savory delights from both the Olde and New World. Reminiscent of merry old England the treats include: roasted meats and turkey legs, every manner of pyes and pasties, artichokes in butter sauce, scones and fruit crepes, Russian, Spanish, Italian, Chinese and Greek foods, fish and chips, bangers and mash, hearty ales, wines, juices and sparkling sodas. The Faire is famous for home-style cookery.
5. **COSTUMED PERFORMERS:** Hundreds of costumed entertainers perform daily Renaissance period music, dances, plays, pageants, parades and street theatre fill the visitors full-day experience. Many visitors and school groups come in costumes to interact with both the historical and fantasy characters.

6. **MERCHANT SHOPPES:** Approximately 100 vendors displaying handmade wares. These merchants, chosen through an extensive juried process, build shoppes, which are the core atmosphere of the Renaissance village environment. Craft areas include, jewelry, pottery, glass works, armor, ceramics, painting and etching, woodwork, stone and bone work, musical instruments, clothing, pewter, toys and many more.
7. **STAGES:** Scheduled entertainment on 5 major themed theatrical stages for a variety of performances from Shakespeare to knights jousting in shining armor. There is much comedy, music, dancing, swordplay, beautiful wenches and manly men in tights. Some historically accurate, some just for fun.
8. **RIDES AND GAMES:** Unique, hand made, hand painted and hand powered rides are designed to thrill as they did 400 years ago.

Over thirty games of skill and chance challenge the Fairegoer. Games include archery, skittles, chess and many toss it, throw it, heave it, aim it, fire it, hand made target games. All games are just for fun and supervised by REP staff to insure fair play. Games usually include a petting farm and pony rides for children.

PRODUCTION PLAN

Renaissance Entertainment Productions (REP) proposes to conduct the Renaissance Pleasure Faire and associated educational, recreational and cultural activities. The Faire is open to the public on a paid admission basis between the hours of 10:00 AM and 7:00 PM, weekends and holidays only. The event is proposed to commence on April 5th, 2008 and to run for seven consecutive weekends. Admission costs at the Box Office are \$25.00 for Adults, \$22.50 for Students, Military, Senior Citizens and AAA members and \$15.00 for Children (ages 5 – 12) and children under 5 are always FREE. Tickets are available for purchase at our Box Office on weekends during the operational event, over the phone and through our website where customers can print their tickets at home. Average daily attendance is 8,000. Estimated overall attendance is between 100,000 and 150,000. An estimated 3,500 cars will come through the park gates each day the Faire is open to the public.

The time line of the faire is an extensive process. To operate the faire efficiently and profitably, a five week period is necessary to layout, build and set up the infrastructure of the Faire, following with seven weeks operations that are open to the public and five weeks after the event to break down the faire, renovate and repair the site to its original condition and remove all materials.

The Faire is committed to its involvement in the local community and the environmental impact of the event. Through our aforementioned School Days program, the Faire hosts local school districts to an educational day at the faire. In addition, some of our more prominent historical characters, such as Sir Francis Drake, take our historical element into community libraries to meet with children and educate them about the Renaissance. We are also proposing, for the future, a stage within the faire that will help spotlight the drama and music programs of the local schools and community programs. In the meanwhile, the faire is starting a Madrigal competition inviting local schools from the Junior High/High School levels through Collegiate to compete for scholarship prizes. Every year, the faire holds a local job faire at the event location to search for employment with the neighboring communities to help with the production and operation of the event. Our entertainment department sends out notifications to local theatres and schools with performing arts programs to come and audition to be part of our cast. Thousands of tickets are given away to local and national charities for auction or fundraisers each year. With regards to the environment, the Faire has previously participated in a Cowbird reduction program in conjunction with the Army Corp and hopes as a possible capital improvement project that additional trees and flora can be added to the park. The faire always provides a space in our lobby area for the County and the USACE to display their programs and services to the 100,000 people who enter our event.

The Renaissance Pleasure Faire and Renaissance Entertainment Productions have strong roots in every community that it operates in. The Faire is an active member in the Irwindale and Azusa chamber of commerce. It is a Cornerstone member of the Irwindale Chamber and has been actively participating since 2005. Tickets are donated for special business community events and as fundraisers. The Faire has held a San Gabriel Valley multi-chamber mixer at the event to help promote business relationships in all the nearby communities and intends to continue this tradition. Strong relationships have been built with the City of Irwindale and its

residents though a ticket donation to all 1,500 residents and the use of the Irwindale Police Department as security for the event.

Customer service and experience is one of the most important aspects of the faire. Our Event Services team goal is to have a presence in the event without intruding on the customer's experience, but be responsive to all customer needs. Customer service can be provided by any of our uniformed Event Service Staff or through our Box Office, Lost and Found, Information Booth or First Aid Station. Our Event Services staff has been handing customer satisfaction for over a combined 40 years and a well managed system is in place.

The Renaissance Pleasure Faire promotes the faire through many different outlets including Television and Radio Commercials. It also has placed billboards on the 210 Freeway near the Irwindale Avenue Exit and in the Los Angeles Area. Our Renaissance Pleasure Faire website is full of details and information that helps our customers learn more about the faire and access for ticket purchasing. Ads are printed in several of the large newspaper outlets in the Los Angeles area, including the *LA Times* and the *San Gabriel Tribune*. A large assortment of advertising is done by printing up posters, rack cards, postcards and flyers that are distributed through mailings, attending special events and distributing through local businesses.

Our Concessions and Beverage department handle all of our merchants and caterers as well as our refreshment stands that will sell beer, wine and non-alcoholic drinks. As is standard practice, the Faire will have all necessary permits on file and will be in compliance with all Federal, state and local laws and ordinances. Pricing for alcoholic drinks are \$6.50 for beer or wine. Food pricing depends on each individual caterers but normally do not exceed \$9.00 for any item. Our Merchants sell many different types of handcrafts and their prices are carefully monitored to avoid any price wars or gauging.

Merchandise sold directly by the Faire itself consists of T-Shirts, Hats, Clothing, Sunscreen, Cameras, Bags, Patches, Posters, Stickers, Pen Sets, Magnifying Glasses, Toys and other assorted memorabilia. The prices range from \$1.00 to \$75.00 depending on the item.

During the proposed 17-week period that the Faire is present at the Dam, it is understood that materials will be moved in to build and operate the event. Some of these materials include trailers, storage bins, heavy equipment, vehicles, burlap, safety materials (e.g. fire extinguishers, etc.), lumber, paint, hardware, and telephone poles. The Faire will make a best-effort to store any excess building materials and equipment during the run of the event at the higher elevation within the Dam, located near the Park's maintenance yard behind the campground. Some equipment and materials will need to be kept immediately adjacent to the Faire for efficient operations.

The following Operations Plan reflects over 40 years of experience in producing large public events.

Renaissance Pleasure Faire 2008 Operations Plan

- I. Traffic Management/Parking Plan
- II. Fire Safety Plan
- III. Seismic Safety Plan
- IV. Dust Control
- V. Alcoholic Beverage Sales
- VI. Sanitation
- VII. Landscape Maintenance
- VIII. Staffing
- IX. Site Plan

I. TRAFFIC MANAGEMENT / PARKING PLAN

There are two freeway accesses for the public. Primary access will be the 210 Freeway eastbound (EB) and westbound (WB). Traffic will be directed to the Irwindale exit south to Arrow Highway, turning right, proceeding to the Santa Fe Dam and turning right into the park. Secondary access is the 605 Freeway northbound (NB). Guests will be directed to the Live Oak exit eastbound (EB), continuing to Santa Fe Dam and turning left into the park. Traffic will be managed according to special event traffic mitigations. These mitigations include the use of traffic control officers (TCOs) at critical intersections and using traffic cones to create additional lanes during the event operations. Details of the traffic management plan, including the assignment of TCOs and the deployment of traffic cones and temporary directional signs will be coordinated with representatives of the California Highway Patrol, CALTRANS, and Irwindale Police Department.

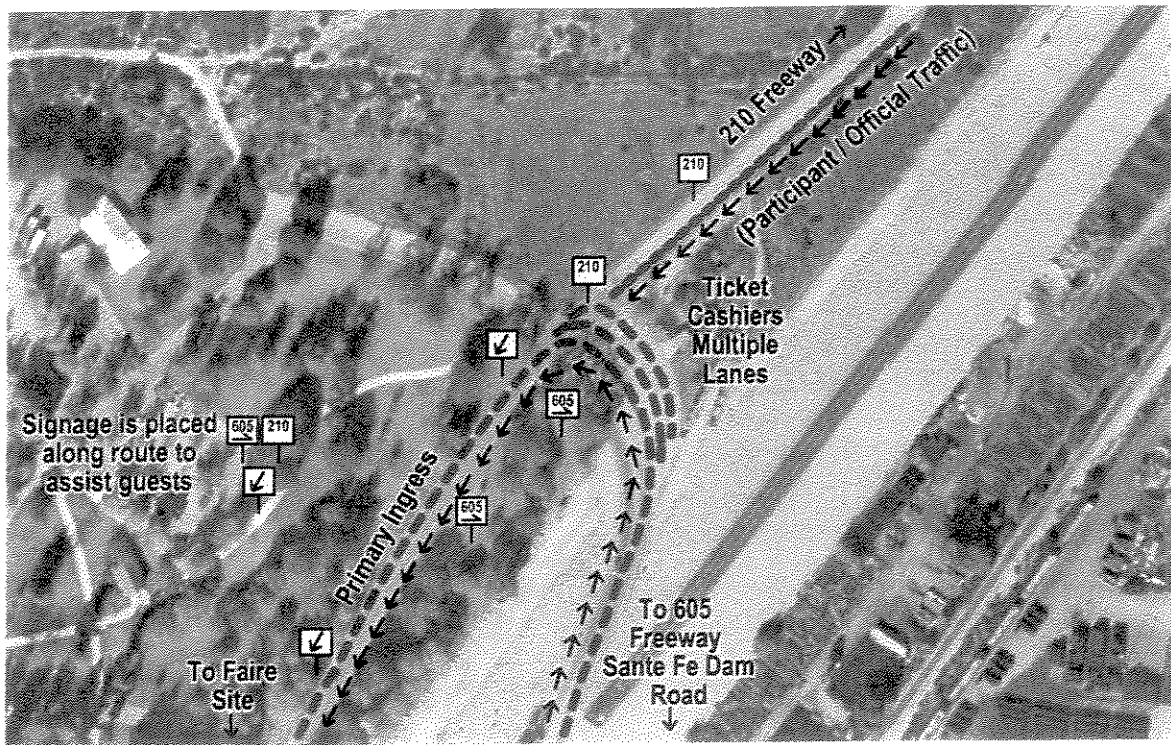
Renaissance Entertainment Productions takes traffic safety and the impact our event has on the local community very seriously. We have carefully evaluated the traffic and parking patterns we use to minimize any negative impact on the local community and maximize the safety and efficiency of our event.

Our staff has years of experience in safely directing large amounts of traffic and handling parking related issues such as break-downs, disabled and elderly assistance and interfacing with public agencies for traffic control and safety.

The route we are using this year was successfully used last year with minimal impact on the local community. We have however, made some improvements on our parking and traffic plan based on last years experience at this particular venue.

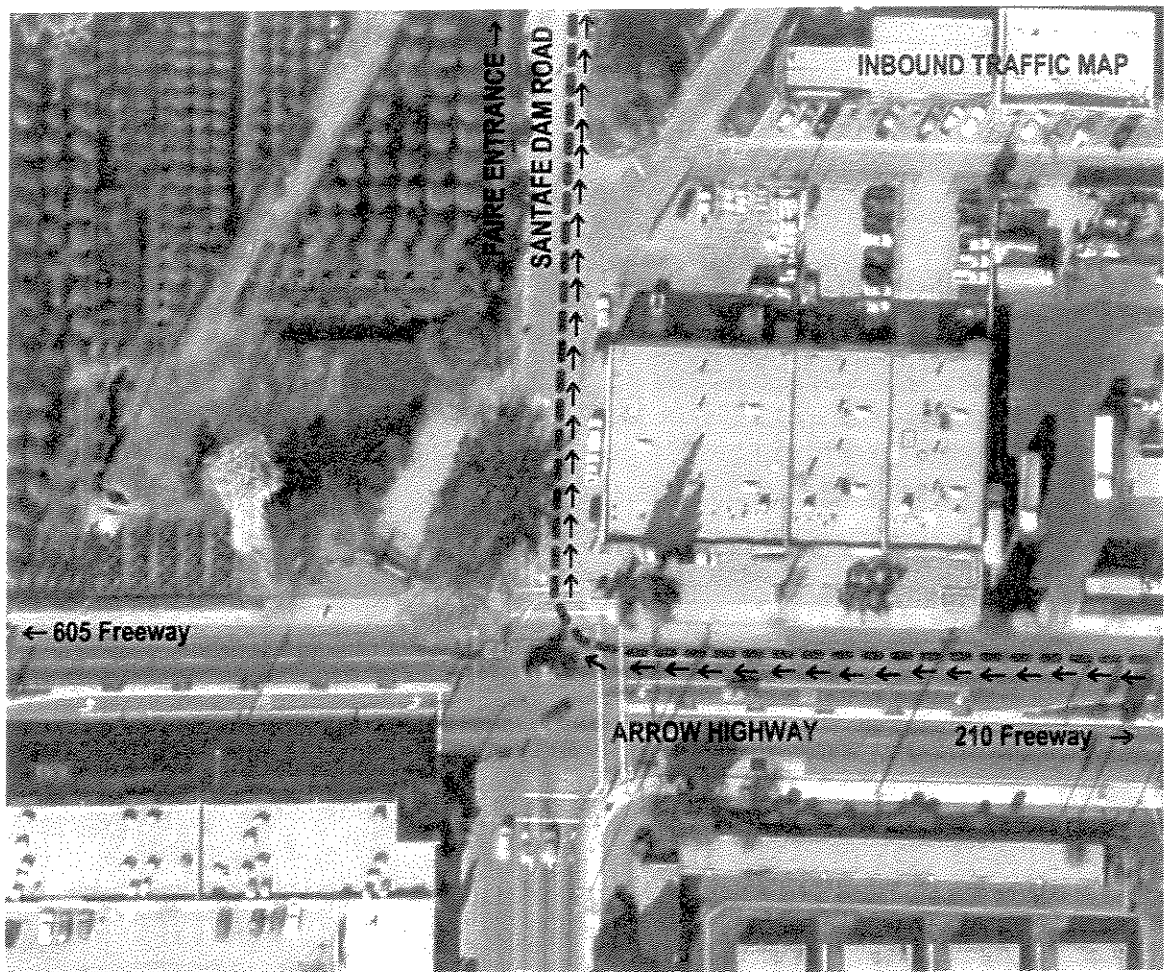
Some key elements of our revised plan are:

- An improved parking pattern to maximize inbound flow rate.
- A larger Disabled lot to allow for better access to our venue for our Disabled patrons
- An Additional Egress Lane to maximize outbound traffic flow at our key exit route.
- An increase in the number of trained parking staff to increase efficiency during peak times.



INGRESS (ENTRANCE ROUTE OF THE FAIRE)

The primary Ingress route for the Event is along Arrow Highway to Santa Fe Dam Road.



- This route provides a .5-mile queue to the parking ticket cashiers and a 1.2-mile queue to the beginning of the event parking.
- This route provides a more positive image of Irwindale than the First Street or 605 Freeway routes we reviewed last year.
- There is limited residential traffic on this route and many commercial businesses are not open on the weekend.
- This route should have minimal impact on shift changes at Miller Brewery

CRITICAL ACTION PLAN IN THE EVENT OF TRAFFIC CONGESTION WHICH ENCROACHES ON THE 210 FREEWAY

Should the traffic back up to 1st avenue with inbound patrons, our personnel will divert traffic through the gate at Peckham Road. This is accomplished by having emergency signage in place near First Ave. and having it placed by our safety personnel diverting traffic down First Ave.

The parks department will provide a cashier at the entrance to the park to allow traffic to pay their fees and allow for an additional cue for incoming traffic until the backup in traffic is absorbed.

Once the traffic is abated the signs are removed and normal flow continues.

REJECTED INGRESS/EGRESS ROUTES

Two other routes were previously reviewed for Ingress and rejected for a variety of potential conflicts and safety issues.

REJECTED ROUTE First Street / Peckham

This route was reviewed and rejected for the following reasons:

- The entrance to the park is only .9 miles from the 210 Freeway.
- The queue is only .1 mile from the street
- This entrance would only allow a single parking ticket taker unless the outbound lanes were taken. If the outbound lanes were used then two takers could be used.
- There is a left turn involved on First Street to Peckham
- This entrance is not visually attractive.
- This route could affect the shift change at Miller Brewery as well as outbound truck traffic.

REJECTED ROUTE 605 – Arrow Highway/Live Oak -

- This route was reviewed and rejected for the following reasons:

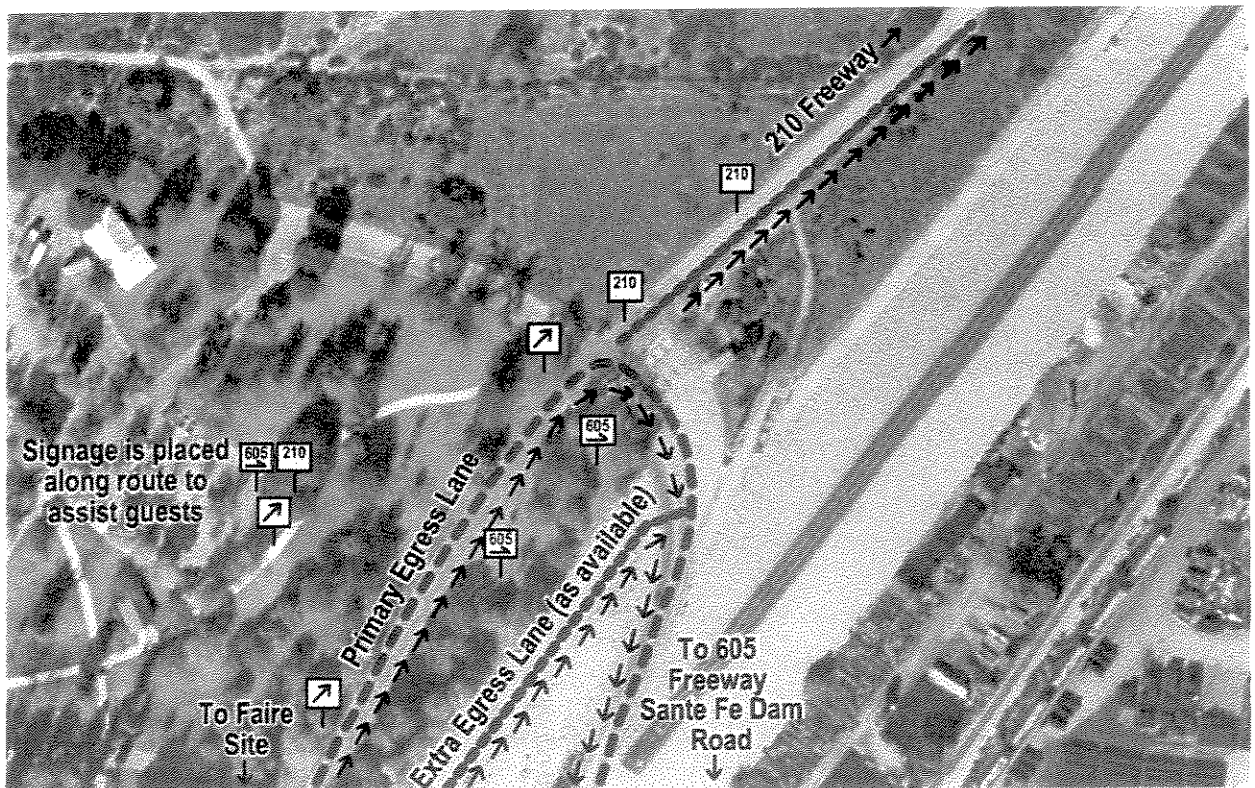
- This route would require a left turn over Arrow Highway to the Park Entrance
- This route would require a left turn onto Arrow Highway from Live Oak
- This route will conflict with Irwindale Raceway's primary traffic route.

EGRESS (EXIT ROUTE OF THE FAIRE)

The Faire's off load is atypical of a usual concert or race venue. Guests will begin leaving the Faire around 1:00 pm and continue exiting through 7:30 pm this continuous soft off load will minimize the effects on the surrounding areas including the nights Irwindale Raceway is operating.

The following routes are proposed for off loading the Faire.

Traffic will be divided into 2 primary outbound flows with signage posted at the road leading up and out of the dam. A supplemental outbound feed land keeps our primary route (605 Freeway) moving efficiently and quickly.



SUPPLEMENTAL EGRESS LANE

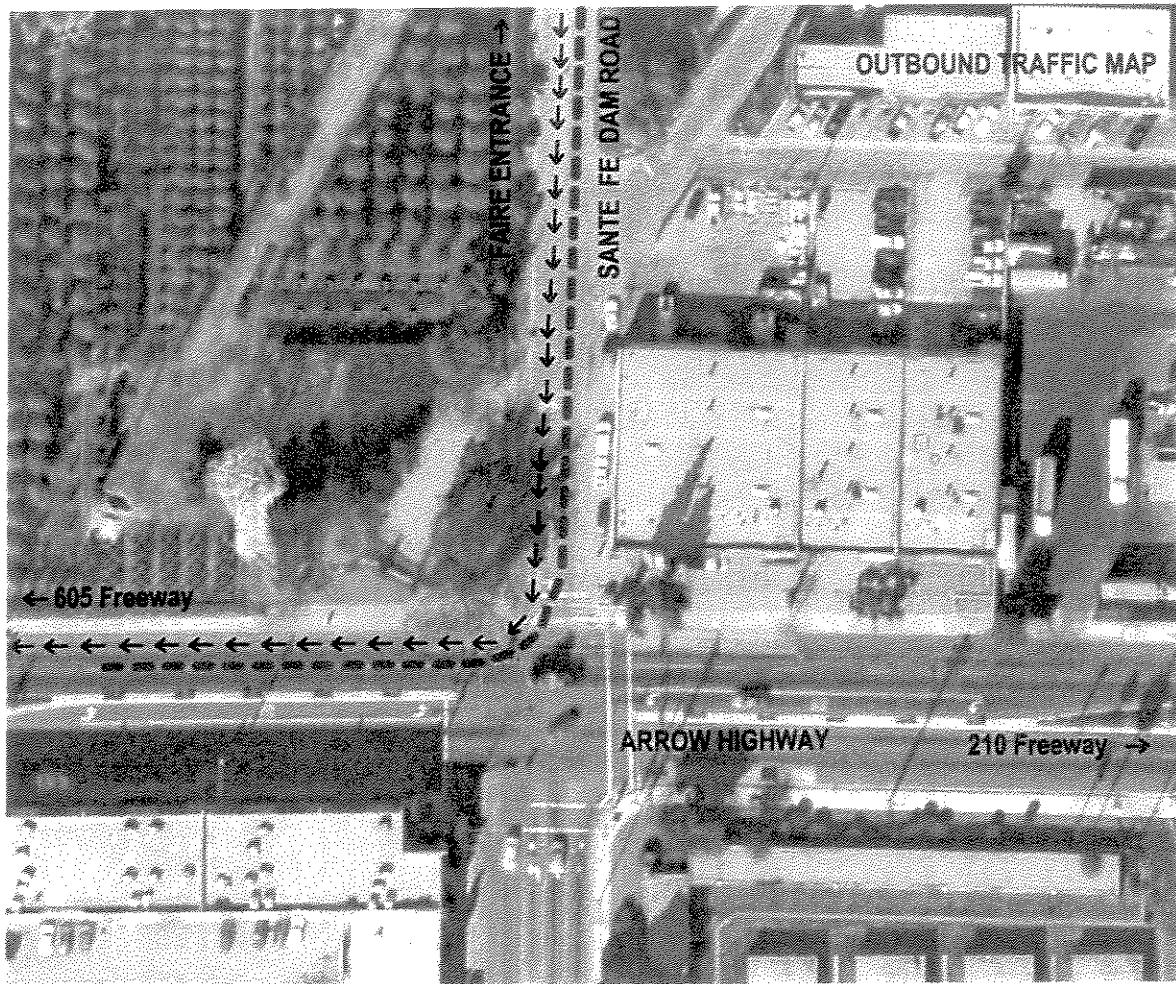
The supplemental Egress Lane is used if needed depending on traffic flow and availability of the lane. Park personnel maintain the corridor along the dam and keep it free of loose rocks and obstructions. This route will be only be used if it is available at the time of need and will be evaluated by our on-site parking and safety personnel.

605 FREEWAY EGRESS ROUTE

Traffic bound for the 605 Freeway will be directed right onto Santa Fe Dam Road

KEY ADVANTAGES

- This route will require no left turns
- This route provides a direct route to the 605 through a lightly used section of the local community minimizing traffic impact.
- The intersection of Irwindale Ave. and Arrow Highway were studied during a typical weekend as well as during two normal workdays. (See sections FAIRE'S IMPACT ON LOCAL TRAFFIC and TRAFFIC DATA COLLECTED below.)



210 FREEWAY EGRESS ROUTE

Traffic bound for the 210 Freeway will be directed to First Street via Peckham

KEY ADVANTAGES

- This route will reduce traffic on Arrow Highway and a significant part of Irwindale Ave.
- This route will require only one left turn which is signal controlled on a street that is traveled infrequently on the weekends.



FAIRE'S IMPACT ON LOCAL TRAFFIC

The Faire historically has seen its traffic flow start at 8:30 am and last until 1:30 pm. The following information indicates the typical percent of cars seen each hour:

Saturday

8:30 am to 9:00 am	4%
9:00 am to 10:00 am	13%
10:00 am to 11:00 am	29%
11:00 am to 12:00 am	34%
12:00 pm to 1:00 pm	18%
After 1:00 pm	2%

Sunday

8:30 am to 9:00 am	3%
9:00 am to 10:00 am	9%
10:00 am to 11:00 am	26%
11:00 am to 12:00 am	38%
12:00 pm to 1:00 pm	22%
After 1:00 pm	2%

Historically the Faire has experienced an average of 3.2 guests per car. Calculating the number of cars in the parking lot and comparing it to the ticket count have determined this number.

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The following number of cars is projected based on attendance:

8,000	guest	=	2,500	cars
10,000	guests	=	3125	cars
12,000	guests	=	3750	cars

The following is number of cars expected by hour:

Saturday TIMES	%	8,000	10,000	12,000
8:30 to 9:00 am	4	100	125	150
9:00 to 10:00 am	13	325	406	488
10:00 to 11:00 am	29	725	906	1088
11:00 to 12:00 pm	34	850	1063	1275
12:00 to 1:00 pm	18	450	563	675
After 1:00 pm	2	50	63	75

Sunday TIMES	%	8,000	10,000	12,000
8:30 to 9:00 am	3	75	94	113
9:00 to 10:00 am	9	225	281	338
10:00 to 11:00 am	26	650	813	975
11:00 to 12:00 pm	36	900	1125	1350
12:00 to 1:00 pm	26	650	813	975
After 1:00 pm	2	50	63	75

TRAFFIC DATA COLLECTED

The following traffic data was collected on two different workdays and averaged.

Irwindale Ave. (south bound)

6:00 am to 7:00 am	1680 cars per hour
7:00 am to 8:00 am	1500 cars per hour

40% to 60% made a right turn onto Arrow Highway
Minimal pedestrian traffic was observed crossing Arrow Highway or Irwindale Ave.

Arrow Highway (west bound)

6:00 am to 7:00 am 3270 cars per hour
7:00 am to 8:00 am 2703 cars per hour

The following traffic data was collected on Saturday and Sunday and then averaged

Irwindale Ave. (south bound)

11:00 am to 12:00 pm 1020 cars per hour
10:00 am to 11:00 982 cars per hour

40% to 60% made a right turn onto Arrow Highway

More pedestrian traffic was observed crossing Arrow Highway or Irwindale Ave. on the weekend, but it still was minimal.

Arrow Highway (west bound)

11:00 am to 12:00 pm 2021 cars per hour
10:00 am to 11:00 am 1490 cars per hour

Projected Impact

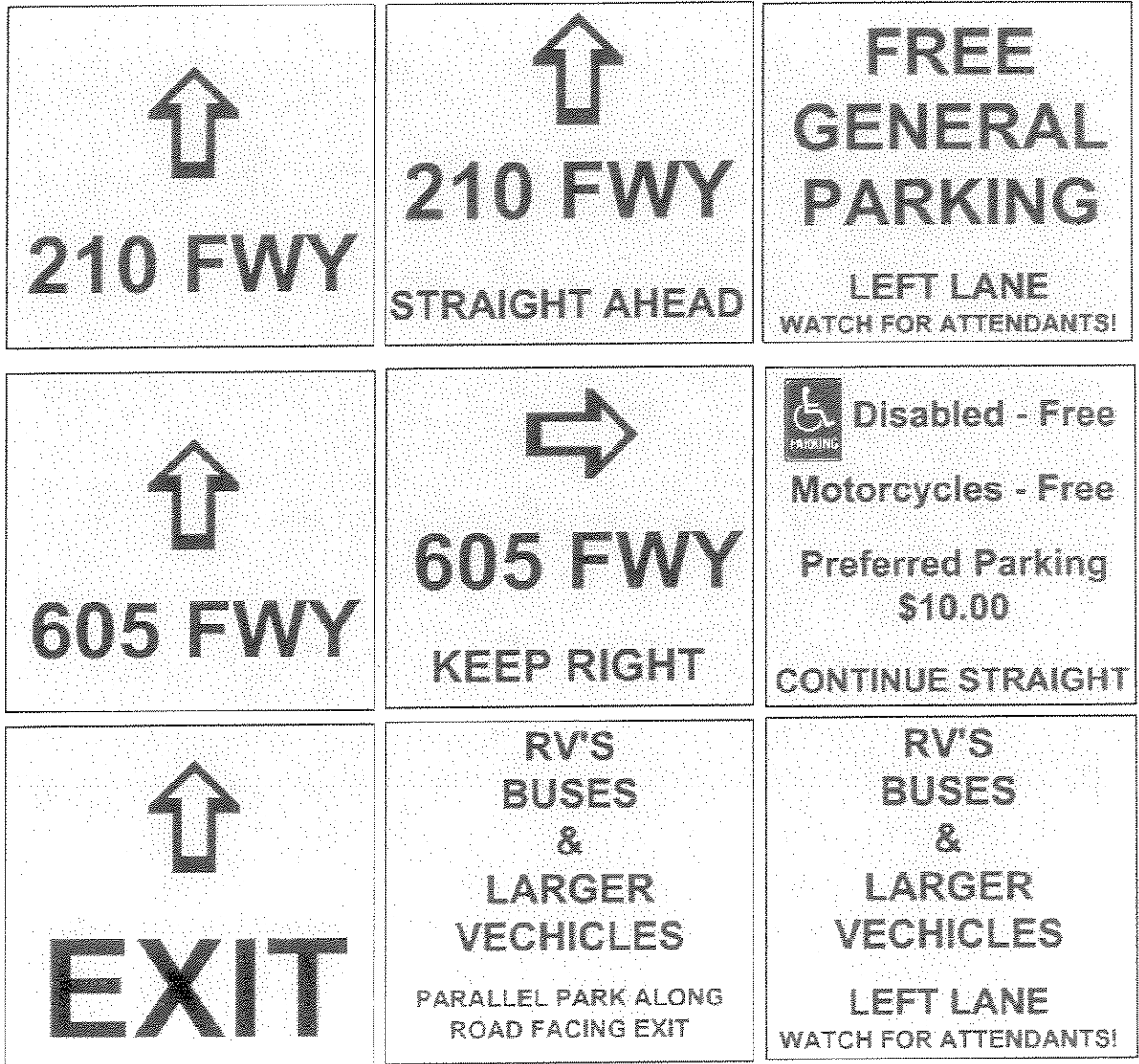
Faire peak

<u>Street</u>	<u>Work Day Peak</u>	<u>Weekend Peak</u>	<u>12,000 Day</u>	<u>Difference</u>
Irwindale	1680	1020	1088	428
Arrow Highway	3270	2021	1275	26

- it should be noted that Irwindale Ave. is underutilized. There was no backup of traffic at anytime during the workday traffic flow.

SIGNAGE

Temporary signs will be placed along the route to direct visiting guests to the Faire. Our outbound lane has signage with clear directions indicating the proper routes to the individual local freeways. All Preferred Parking Signs will refer to our \$10.00 Valet Service and not "Preferred Parking".



Our signage is placed safely and in accordance with local codes.

We also have personnel at the key intersections to keep the flow of traffic moving steadily and safely. Our personnel are trained how to properly

respond to any traffic situation and are able to interface effectively with city and official traffic and enforcement personnel.

Law Enforcement will be coordinating and directing the final outbound pattern and signage according to need. R.E.P. staff will handle traffic within the parks boundaries.

PARKING PLAN

Renaissance Entertainment Productions has five parking areas designated at our events.

Participant / Vendor / Event parking areas.

General Parking

Valet Service Parking (referred to in images as Preferred Parking)

Disabled Parking

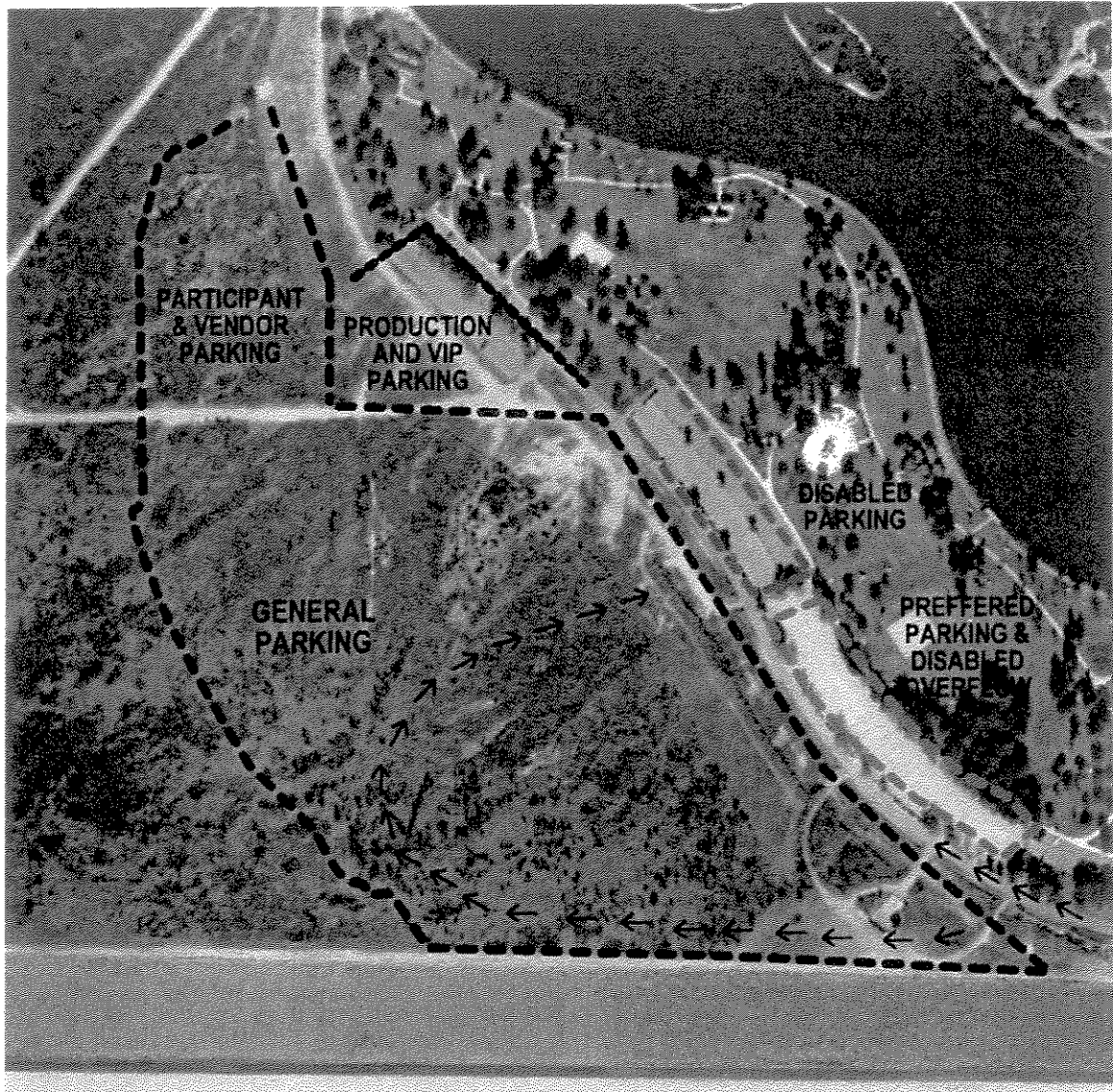
RV / Bus Parking

- Renaissance Entertainment Productions employees will conduct all parking operations.
- The supervisor for parking operations has 5 years experience in high volume event parking.
- All parking staff will be easily identifiable, appropriately attired and instructed to keep traffic moving with courtesy and guest safety as a primary concern.
- Parking staff are radio equipped and are in constant communications with the command post as well as the entry gate.
- Parking areas are designed to afford easy ingress and egress while maintaining emergency lanes.
- Parking lots are constantly patrolled by event services for the safety and security of the guests.
- AAA Autoclub will be available, as a service, after three o'clock to render assistance to guests that are having vehicle problems and a tow service is on call to move any vehicles that pose a traffic risk.
- The faire projects an average attendance of 10,000 per operational day. History tells us that the average occupant load of a vehicle is 3.2 visitors per car. This suggests that on an average day the faire would require approximately 3125 vehicle parking spaces. A heavier day of 12,000 attendance would require 3750 vehicle parking spaces.

- The parking capacity is estimated to have a one-time capacity of 4,508 vehicles. A moderate turnover rate places our estimated capacity at approximately 5,300 vehicles.
- There are 4 parking areas that will be utilized by the faire. Two of these areas are paved, and two of these lots are dirt.
- Paved lot 1 will park 180 vehicles.
- Paved lot 2 will park 148 vehicles.
- Dirt lot 1 will park 430 vehicles.
- Dirt lot 2 will park 3,750 vehicles.
- Total Capacity is 4,508 vehicles or 14,425 guests.

We also have dedicated parking for county and city VIP's as well as dedicated parking for emergency and other critical official vehicles within our protected service area.

Our trained parking staff work in conjunction with local Police, Parks and Recreation Staff, Emergency Services, onsite management and R.E.P. Event Security services in a concerted effort to provide a safe experience for our guests.



Supplemental Inbound Lane

Should traffic begin to back up on our inbound lanes within the dam, we will use the area along the dam as an additional inbound traffic cue, adding approximately 50 vehicles to our on-site parking cue.

Parking lot Egress is accomplished by reversing the flow of traffic. The majority of our patron vehicles will already be faced towards the exits. The will proceed along the marked route and be split by signage to one of our Egress routes.

NATURE PRESERVE AREAS

Several small designated areas within our marked parking lot have been cordoned off to prevent damage to local wildlife safe zones as requested by the Army Corp of Engineers. We are making a concerted effort to prevent unnecessary damage to the environment and indigenous wildlife while executing our event. We have also posted Rattlesnake Warning Signs and have instructed our personnel in dealing with any wildlife encountered at the site.

SUMMARY

Renaissance Entertainment Productions has carefully studied the impact of our event on the local community and surrounding traffic areas. We have chosen the routes and methodology that least affects the community and have made careful consideration of safety and coordination with the public agencies involved.

Our parking staff is highly trained and prepared to deal with any expected situation. We also have prepared on-site resources appropriate to executing our plan.

It would appear, based on peak workday traffic flows, the Faire will have minimal impact on Irwindale Ave, and Arrow Highway during the weekends. Although we had no major problems in last year's traffic flows, we have greatly enhanced our onsite plan and continue to effort new improvements as they are discovered.

We look forward to providing a quality entertainment venue and especially a safe environment for our patron's employees, and local businesses.

In closing, if there are any suggestions to improve the safety and quality of our customers experience please feel free to contact us so that we may consider improvements to our parking and traffic safety plan.

II. FIRE SAFETY PLAN

A. Fire Patrol Stations and Procedures

To guard against fire and intrusions before and after the event, REP personnel are stationed as firewatchers at key locations on the property. Prior to Faire operations, REP will work extensively with Los Angeles County Fire Department representatives to ensure compliance with fire prevention requirements. In addition to the perimeter patrols, security personnel within the event site and support areas will continuously enforce prevention requirements. All booths will have an approved fire extinguisher (minimum 5 lb. ABC).

B. Water Supply and Fire Hydrants

Water for event services and fire prevention will be provided by the existing Santa Fe Dam system. The location of access to water for fire prevention (fire hydrants) will be identified in the final draft of the operations plan.

C. Crowd Control Measures

REP maintains a full time security system, which is expanded and contracted to meet the needs of particular seasonal events. A staff of security personnel plus two first aid personnel are assigned to handle crowd control procedures during the event. The staff includes a Security Coordinator, Supervisors, a Radio Operations Officer, a Night Operations Officer, Security Guards, Gate personnel, and First Aid personnel.

All supervisory personnel will be equipped with radios and will be in direct communication with the security base.

D. Emergency Evacuation Procedures

1. Upon notification by a responsible officer of an outside agency and/or the directors of REP or their delegated representative, a REP Security Officer will broadcast EVACUATION ALERT ONLY. This will be broadcast on three channels:
 - a. Security channel
 - b. Maintenance & Fire Crew channel
 - c. Traffic/Parking channel
2. This will initiate the following ALERT sequence of events:
3. Security officers will telephone:
 - a. Irwindale Police Department
 - b. California Highway Patrol
 - c. Appropriate agency
 - d. Los Angeles County Sheriff

4. The responsible Security Supervisor will confer by radio for instructions on the appropriate exit routes.
5. Mobile units will be dispatched to the most strategic locations.
6. Production Coordinators will activate the water trucks, turn off all propane installations, and stand by to provide personnel, equipment and materials as may be required.
7. Upon radio notification that ALERT SEQUENCE has been accomplished (this should take less than 5 minutes), a meeting will be held with responsible parties to evaluate the situation and initiate the actual evacuation if necessary.

In the event of actual evacuation:

1. Handheld loudspeakers will announce the evacuation as follows:
"ATTENTION PLEASE, it is necessary for everybody to leave the Fairgrounds immediately. Please follow the instructions of the Security Guards".
2. Security Guards will be radio dispatched to positions along the exit routes directing pedestrian traffic.
3. A Security crew will check all booths to be sure that all persons have been evacuated.
4. First Aid volunteers are dispatched to exit routes to assist people having difficulty.

Tools and equipment available with respect to these evacuation procedures include the following: FM Radios for Production/Emergency network, portable megaphones, stretchers, field type First Aid Station with oxygen, blankets, First aid medications and emergency life support system.

In the event of an evacuation, the following agencies would be notified and requested to assist:

Los Angeles County Sheriffs Department
Appropriate agency
Irwindale Police
California Highway Patrol

Upon arrival of a responsible officer, command decisions would shift to the appropriate agencies.

E. Fire Resistive Construction Techniques

1. No canvas, burlap or other fabric awning, covering or wall material shall be installed unless and until such materials have been rendered flame-resistant by a process and chemicals approved by

the State Fire Marshall. Such materials shall be field tested for flammability and materials failing such test(s) shall be removed and/or retreated for flame retardant.

2. All storage, use and handling of liquefied petroleum gas shall be in accordance with the National Fire Protection Association's Standard No. 58. A five-pound ABC extinguisher shall be located at every booth.
3. REP will provide non-combustible receptacles for temporary on-site storage of combustible refuse.
4. REP will provide sufficient crowd control to prevent people from leaving the immediate area of the Faire site to enter into the brush-covered areas.
5. Grass and brush will be cleared thirty feet around all structures and fixtures.
6. REP will provide a 700-gallon pumper tank and three qualified Faire fire fighters will be assigned to be on constant radio-alert stand-by during the duration of the event. This truck is to be inspected by a representative of the Fire Department to be sure it is in acceptable working condition. The truck is to be re-inspected each Faire day to attest to its working condition. Pumper tank truck must be equipped with a minimum of twelve hand tools such as shovels and McCloud's. Truck shall also be equipped with a minimum of two pre-connected 1-1/2" hose lines, each being 150 feet in length with an adjustable fog nozzle attached to each line, and one 200 foot reel of fire hose, pre-connected with appropriate nozzle.
7. REP tanker pumper shall be kept at a location that is designated by the Fire District and to be kept at the designated location at all times when the Faire is open to the public.
8. Beginning one-week prior and continuing one week after this event ends, provision is to be made for the patrol, day and night, of overall property to be sure individuals are not in restricted areas.

III. SEISMIC SAFETY PLAN

(To be distributed to All Vendors and Staff)

- Do not store heavy objects (pottery, pictures, books) on shelves that could topple in an earthquake.
- Place heavy objects low on shelves.
- Keep evacuation routes open. Do not put shelves, refrigerators, and storage cabinets in areas that could block evacuation routes. This is in accordance with the Faire's Emergency Evacuation Procedures Plan.
- Secure shelves, cabinets, display cases, and refrigerators to walls or other sturdy structures.
- Secure pottery, pictures, mirrors, light fixtures; these items could easily fall in an earthquake.
- Secure mirrors and pictures to walls with industrial strength Velcro. Familiarize yourself with your nearest evacuation routes, LPG shutoffs and supervisors in your area. This is in accordance with the Fair's Emergency Evacuation Procedures Plan.
- Prepare to shut off and secure LPG containers in accordance with the Faire's Emergency evacuation Procedures.
- Follow the directions of your supervisor, fire and safety supervisors, security and evacuation personnel.

IV. DUST CONTROL

A. A Periodic Treatment of Roads and Paths

REP will apply "Dust Off" (or equivalent) which is a biodegradable compound diluted with water and applied to the soil using a water truck. Roads and paths will be treated until optimum stabilization is achieved.

B. Scheduling of Service Vehicles

Water trucks will water as needed during the event to further reduce possible dust. Other service vehicles will be scheduled to minimize impacts.

C. Personnel

A senior staff person will be assigned to monitor dust control during operations.

V. ALCOHOLIC BEVERAGE SALES

The Faire is a bona fide eating establishment and patrons are given the opportunity to purchase beer and/or wine, along with other non-alcoholic drinks, for on-site consumption. The sale of alcoholic beverages is restricted to REP beverage stands, which are located throughout the Faire. Sales and service of alcoholic beverages is licensed and regulated by the State Department of Alcoholic Beverage Control under a Type 41 425406 (On-Sale Beer and Wine – Eating Place) license. All servers are trained using the ABC guidelines. I.D. is required for anyone under 30 years old and only one alcoholic beverage can be purchased by an individual. Alcohol sales are stopped one half-hour before closing.

VI. SANITATION

Sanitation needs for Faire operations will be addressed in the following manner:

- **Toilets:** Chemical toilets will be provided for the public and all Faire workers. Toilets will be provided by a commercial vendor and in addition to on-going maintenance by Faire workers, will be pumped and serviced daily by the vendor. Number of public toilets: 100 regular, 6 handicap, 6 handicap with baby changing stations, and 6 (6 person) urinals. County restrooms will also be maintained and restocked on a daily basis.
- **Handwash:** Handwash facilities will be provided at all public toilet locations. Food handlers will be provided with separate facilities reserved for their exclusive use. Wastewater will be collected in holding tanks and pumped regularly for disposal at an approved facility.
- **Food Service:** All food service and preparation facilities and procedures will conform to the applicable sections of the California Uniform Retail Food Facilities Law and the California Health and Safety Code under the supervision of the Santa Clara County Department of Environmental Health. Food preparation wastewater will be contained in holding tanks and disposed of daily by a commercial service.
- **Solid Waste:** In addition to continuously patrolling the premises for litter, receptacles will be provided at frequent intervals throughout the site. During Faire operations, solid waste will be stored in storage areas until it can be moved to on-site dumpsters for disposal. Dumpster will then be removed on an on-call basis and emptied within 24 hours.

VII. LANDSCAPE MAINTENANCE

Along with their other duties in maintaining toilets and trash pickup, the staff will water and maintain the turf and tend to any other landscaping needs. Once the event is complete, the irrigation system will be repaired and the ground will be reseeded where necessary.

VIII. STAFFING

The Renaissance Pleasure Faire staffing is broken down into 3 parts: Pre-Faire, Operation and Pos-Faire. Below are the estimated staff numbers per period with each employee based on a 40-hour week.

Pre-Faire (March)

Department	Staff
Administration	4
Accounting	1
Event Finance	8
Beverage	2
Weddings	1
Merchandise	2
Concessions	2
Entertainment	3
Costumes	4
Props	1
Production	58
Maintenance	5
Parking	1
Security	6

Operation (April/May)

Department	Staff
Administration	4
Accounting	1
Event Finance	18
Beverage	84
Weddings	10
Merchandise	10
Concessions	2
Entertainment	3
Costumes	4
Props	1
Production	40
Maintenance	16
Parking	18
Security	25

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Post-Faire (June)

Department	Staff
Administration	4
Accounting	1
Event Finance	8
Beverage	4
Weddings	1
Merchandise	2
Concessions	2
Entertainment	3
Costumes	2
Props	1
Productions	29
Maintenance	15
Parking	1
Security	6

IX. SITE PLAN

The following is the preliminary site plan for the 2008 event. The faire is placed entirely over the 20 acres of land and is designed for all customers to enter and exit from the Front Gate. Merchant shops are located along the streets and a majority of the food booths are located in one specific area set up with picnic benches. Stages are set back into shaded areas with plenty of seating. As in previous years the Faire will have 5 separate Ale Stands, 11 stages, 1 Joust arena with grandstands, 2 company merchandise stores, 10 guild yards, over 100 merchant stands, 15 rides, games and activities, 15 Food booths and 1 wedding/corporate party area.

There are 12 emergency access gates placed throughout the faire that can be opened immediately for any emergency situation.

A wood slated snow fence is used along the lakeside to protect all customers from reaching the water and subsequently having an accident.

EXHIBIT D

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RENAISSANCE ENTERTAINMENT PRODUCTIONS INC.
Proposer's Name
2687 NORTH PARK DR. #101, LAFAYETTE, CO. 80026
Business Address
20-8105473
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- Check One
1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. [☒] Yes [] No
 2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. [☒] Yes [] No
 3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. [☒] Yes [] No
 4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. [☒] Yes [] No

Name (please print or type) J STANLEY GILBERT

Title of Signer (please print or type) PRESIDENT

Signature  Date 10.25.07

EXHIBIT E



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT F

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT F

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT F

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

